

TERMS & CONDITIONS

1. Scope of Services

1.1 Manny Handling Support DBA. "Manny", always subject to resource availability, compliance with applicable national and international aviation regulations, and prior specific agreement with the Client, will provide comprehensive support, coordination and Supervision of ground handling services & FBO including but not limited to:

(a) Comprehensive and efficient coordination and Supervision of complementary and auxiliary services, including:

- Fuel Uplift: Coordination and supervision of the refueling process, ensuring timely arrival of the fuel truck, proper execution in accordance with procedures, quantity verification, and delivery of all the fuel related paperwork.
- Ground Transportation: Coordination, and supervision of ground transfers for crews and passengers to and from airports, private terminals, or related facilities, using previously authorized suppliers.
- In-flight Catering: Coordination, and supervision of food and beverage services delivery according to specific requirements indicated by the Client and the local availability of authorized suppliers.

(b) Planning, filing, coordination, and detailed monitoring of flight plans, ensuring rigorous compliance with applicable regulations issued by local and international aeronautical authorities.

(c) Permits and Authorizations: Management and processing of all necessary permits and authorizations before the relevant authorities, as required by the type of operation. This includes, but is not limited to, landing permits, indefinite permits, validations, inclusions, exclusions, and amendments to Mexican AOCs, as well as customs, immigration, and sanitary clearances.

(d) Precise coordination and direct or indirect supervision of ground handling services at specific airports within the territory of the Mexican Republic, including ramp assistance, aircraft guiding and positioning, baggage loading and unloading, provision of all related Ground Support Equipment, towing, and any other ground service required related to the Client's operation.

(e) Administrative and financial processing and timely disbursement of payments to public or private entities related to the direct or indirect execution of operational services requested by the Client, ensuring documentary transparency in all transactions carried out.

1.2 The Client acknowledges that the effective and timely availability of the services mentioned is subject to external operational, technical, administrative, and regulatory circumstances that may vary according to each location, specific situation, weather conditions, airport capacity, decisions by aeronautical authorities, or specific local market conditions.

1.3 Manny expressly reserves the right to deny, limit, or temporarily modify the provision of any of the mentioned services, at its reasonable discretion, when extraordinary circumstances exist, such as governmental restrictions, technical or operational limitations, adverse weather conditions, security issues, or force majeure, immediately communicating such circumstances to the Client.

1.4 Manny shall have no obligation regarding additional services not explicitly specified in these terms, unless expressly agreed upon in writing through prior electronic communication between the parties.

2. Request, Confirmation, and Coordination of Services

2.1 Requests for operational services should preferably be sent via email to Manny's designated operational team at the official address ops@manny.aero, clearly detailing the following minimum required information to ensure accuracy and efficiency in executing the requested services:

- Scheduled date and time of aircraft arrival and departure.
- All related aircraft paperwork depending on the type of flight, aircraft type, and all billing and operator details.
- Specific airports involved in each operation (arrival, departure, or transit).
- Specific details of the requested services (fueling, ground transportation, inflight catering, handling, etc.).
- Total number of crew members and passengers, including particular specifications that may influence the requested services including layout of passenger accommodation.
- Specific or special requirements, such as dietary needs for In-Flight catering, special security protocols, or any other relevant operational detail.

2.2 Exceptionally, verbal instructions directly from authorized personnel onboard the aircraft (crew) or via direct telephone communication with Manny's operational team may be accepted. In such cases, subsequent written confirmation from the Client via email is required for documentation, tracking, and effective execution purposes.

2.3 Manny shall send the Client a formal written confirmation of the requested services via official email (ops@manny.aero). This confirmation will include a detailed summary of the contracted services, schedules, specific locations, special applicable conditions, as well as any relevant operational limitations or exceptions.

2.4 The written confirmation issued by Manny shall be considered final and binding for coordination, planning, and effective execution of the requested service. The Client must carefully review such confirmation and immediately notify Manny in the event of any discrepancies or required modifications prior to the commencement of services.

2.5 The Client agrees to timely provide any additional or supplementary information reasonably requested by Manny for the purpose of fully complying with specific operational, administrative, or regulatory requirements.

2.6 The Client is responsible for timely notifying any change, delay, cancellation, or modification in the initially provided data. Manny shall not assume any responsibility for errors, omissions, or deficiencies in services resulting from inaccurate or incomplete information provided by the Client or due to changes not notified in a timely manner and in writing.

3. Execution Standards and Limitations of Liability

3.1 Manny undertakes to perform the contracted services observing high professional standards, reasonable diligence, operational responsibility, and technical care in accordance with the best recognized and accepted practices in both the national and international aviation industries, at all times adhering to the applicable and current regulations.

3.2 The Client explicitly acknowledges that, for the provision of certain services, Manny acts solely as an intermediary, coordinator, and operational manager between the Client and specialized external providers. In such cases, the direct responsibility for the physical execution of these services lies exclusively with the relevant service providers.

3.3 Manny shall not be liable for any indirect, incidental, consequential, special, or punitive damages arising from the provision or partial or total failure to provide any intermediary or managed service, including, without limitation:

- Loss of profits, earnings, business income, or future business.
- Indirect loss or damage to the Client's baggage, merchandise, or goods.
- Operational delays affecting the Client's planning.
- Additional costs or expenses incurred by the Client due to rescheduling of flights or alternative operations arising from circumstances beyond Manny's direct control.

3.4 Manny shall not be held liable for delays or cancellations caused by circumstances beyond its direct control, such as adverse weather conditions, airport or governmental restrictions, airspace congestion, force majeure, fortuitous events, strikes, or any other external and unforeseeable event.

3.5 Manny's total maximum liability in respect of any specific claim, provided that gross negligence or willful misconduct directly committed by Manny or its personnel under its direct supervision is fully proven, shall be strictly limited to the amount actually paid by the Client for the specific service that gave rise to such claim.

3.6 The Client expressly agrees that Manny has no obligation or responsibility to supervise, control, or guarantee—directly or indirectly—the solvency, technical quality, operational efficiency, certifications, or compliance with specific standards by external providers or third parties rendering the services requested by the Client.

3.7 Manny will provide reasonable assistance to the Client in resolving claims against third-party providers, including providing available documentary evidence or supporting administrative procedures as applicable. However, such assistance shall not constitute acknowledgment of any direct or subsidiary liability on the part of Manny.

3.8 The Client agrees to hold harmless and indemnify Manny, including reasonable legal expenses, from any third-party claims arising from managed or intermediated services, except where such claims are the direct and proven result of gross negligence or willful misconduct exclusively attributable to Manny.

4. Platform Liability and Operations with Third Parties

4.1 Manny's direct and effective responsibility regarding the specific operation of the Client's aircraft begins when the aircraft enters and is effectively parked at a platform directly assigned and managed by Manny and ends strictly when the aircraft leaves such platform to commence taxiing for departure, in accordance with the previously agreed operational plan.

4.2 During the period in which the aircraft remains under Manny's direct supervision at the assigned platform, Manny shall assume limited and exclusive liability for proven damages directly and verifiably caused by acts or omissions solely attributable to its operational personnel or subcontractors under its immediate and direct control.

4.3 The aforementioned liability is strictly limited to direct, documented, and verifiable material damage to the aircraft, internal or external equipment, or goods forming part of the specific aviation operation being managed at that time. Under no circumstances shall Manny be liable for indirect, incidental, or consequential damages arising from events occurring on the platform.

4.4 At locations operated, administered, or managed directly by third parties (Fixed Base Operators, FBOs, or external providers), Manny shall act exclusively as an intermediary and operational manager of services. It is clearly established that direct liability for any damage, loss, or incidents occurring during the operation or stay of the aircraft at such locations shall rest solely with the provider directly controlling the operation of those facilities.

4.5 In the cases described above, Manny agrees to reasonably assist and collaborate with the Client in the administrative or documentary management necessary to file any claim or request clarification from the external provider. Such collaboration shall not imply any acknowledgment of direct or indirect liability on the part of Manny, nor any obligation for indemnification or compensation to the Client.

4.6 The Client agrees that any incident or damage arising during operations at facilities managed by third parties must be resolved directly between the Client and the relevant third party, releasing Manny from any liability, except where gross negligence or willful misconduct directly and specifically attributable to actions taken by Manny's operational personnel is fully proven.

4.7 It is the exclusive obligation of the Client to verify the express acceptance of specific terms, operational conditions, security procedures, insurance policies, and other requirements imposed by third-party providers before the actual use of their services. Manny may provide such information to the Client upon specific prior request.

4.8 Manny maintains documented operational procedures and proprietary safety standards for operations directly managed on its platform, which shall be made available to the Client, upon written request, for verification, internal audit, or the Client's operational documentation purposes.

5. Complete List of Authorized FBOs and Available Locations

Manny coordinates services with the following Fixed Base Operators (FBOs) and authorized providers throughout the Mexican Republic, including but not limited to:

- Monterrey Del Norte Airport (MMAN / NTR): JetMach FBO
- Aguascalientes (MMAS / AGU): MIRA FBO
- Guadalajara (MMGL / GDL): AEROTRON FBO, Aero Safin FBO
- Loreto (MMLT / LTO): Loreto FBO
- Mérida (MMMD / MID): ASUR FBO
- Puebla (MMPB / PBC): RedWings FBO
- Querétaro (MMQT / QET): RedWings FBO
- Puerto Vallarta (MMPR / PVR): AEROTRON FBO
- Torreón (MMTC / TRC): Platinum FBO
- Cancún (MMUN / CUN): ASUR FBO
- Toluca (MMTO / TLC): ASERTEC FBO, Servicios Aéreos Estrella (SAE), Fly Across, Aero Personal, Universal Aviation Mexico
- Santa Lucía (MMSM / NLU): AIFA FBO
- Tulum (MMTL / TQO): Tulum FBO
- San José del Cabo (MMSD / SJD): PrimeSky FBO
- Cabo San Lucas (MMSL / CSL): FBO Cabo San Lucas
- León (MMLO / BJX): Fly Across
- Tampico (MMTM / TAM): Servicios Aéreos J&M
- Oaxaca (MMOX / OAX): AeroSync

Services may also be provided at general aviation, commercial and cargo platforms, remote positions, commercial terminals, or other airport locations, depending on the nature of the operation.

Additionally, it has a presence in:

- MMAA / ACA Acapulco
- MMBT / HUX Huatulco
- MMCB / CVJ Cuernavaca
- MMCE / CME Ciudad del Carmen • MMCP / CPE Campeche
- MMCS / CJS Ciudad Juarez
- MMCT / CZA Chichen Itza
- MMCU / CUU Chihuahua
- MMCV / CVM Ciudad Victoria
- MMCY / CYW Celaya
- MMCZ / CZM Cozumel
- MMDO / DGO Durango
- MMEP / TPQ Tepic
- MMES / ENS Ensenada
- MMGM / GYM Guaymas
- MMGR / GUB Guerrero Negro
- MMHC / TCN Tehuacán
- MMHO / HMO Hermosillo
- MMIA / CLQ Colima
- MMIO / Saltillo

- MMJA / JAL Jalapa
- MMLC / LZC Lázaro Cárdenas
- MMLM / Los Mochis
- MMLO / BJX León
- MMLP/LAP LaPaz
- MMMA / MAM Matamoros
- MMMD / MID Mérida
- MMML / MXL Mexicali
- MMMM / MLM Morelia
- MMTT / Minatitlán
- MMMV / LOV Monclova
- MMMX / MEX Mexico City
- MMMY / MTY Monterrey
- MMMZ / MZT Mazatlán
- MMNG / NOG Nogales
- MMNL / NLD Nuevo Laredo
- MMOX / OAX Oaxaca
- MMPA / PAZ Poza Rica
- MMPE / PPE Puerto Peñasco • MMPG / PGE Piedras Negras • MMPN / UPN Uruapan
- MMPQ / Palenque
- MMRX / REX Reynosa
- MMSP / SLP San Luis Potosí • MMTT / TRC Torreón
- MMTG / TGZ Tuxtla Gutiérrez • MMTJ / TIJ Tijuana
- MMTM / TAM Tampico
- MMVA / VSA Villahermosa
- MMVR / VER Veracruz
- MMZC / ZCL Zacatecas
- MMZH / ZIH Zihuatanejo
- MMZO / ZLO Manzanillo

The specific terms of each FBO shall apply in addition to these general terms and conditions.

6. Cancellation, Modification, and Relate Charges Policy

6.1 The Client may cancel or modify previously requested services by notifying Manny in writing at the official email address (ops@manny.aero) at least 24 hours prior to the originally scheduled time for the provision of such services.

6.2 Requests for modifications shall be subject to Manny's express confirmation based on operational availability, technical and human resources, as well as local regulations applicable at the time of the requested change.

6.3 In the event of cancellations or modifications requested by the Client with less than 24 hours' notice, Manny reserves the right to apply additional charges resulting from operational, administrative, or cancellation costs incurred under prior agreements with external providers.

6.4 If the Client fails to timely notify cancellations or modifications, or if such notice is partial, incorrect, or incomplete, Manny shall not be responsible for erroneously rendered services or for additional costs arising from such omission or error.

6.5 In extraordinary situations (governmental, weather, operational, or regulatory restrictions beyond the Client's control), Manny shall reasonably cooperate to minimize costs and seek feasible operational alternatives, without assuming any express obligation regarding such alternatives.

7. Insurance

7.1 Manny commits to verifying that all Fixed Base Operators (FBOs) it collaborates with have valid civil liability insurance policies that meet, at a minimum, the legal requirements applicable in the Mexican Republic for the specific aeronautical activities conducted.

7.2 The Client expressly acknowledges that Manny is not the direct provider of services rendered by third parties, including FBOs, ground transportation, fuel supply, inflight catering, and other complementary services. Therefore, direct responsibility in the event of damages, accidents, or claims arising from specific services lies exclusively with the corresponding third-party providers.

7.3 Manny shall not assume any liability for deficiencies, errors, omissions, or breaches of the insurance policies of third-party providers, nor for any insufficiencies in coverage amounts or exclusions in such policies.

7.4 It is the Client's obligation to review and, where appropriate, request from Manny documentary evidence of the current civil liability insurance policies of third-party providers prior to accepting any service.

7.5 The Client must have their own adequate and sufficient insurance policies, including aeronautical civil liability insurance, insurance for crew, passengers, baggage, third-party damages, and any other insurance required under applicable aeronautical regulations in Mexico and relevant foreign jurisdictions.

7.6 The Client agrees to hold harmless and indemnify Manny against any claim, demand, legal or extrajudicial action arising from incidents or damages occurring during the provision of services by third-party providers, except where gross negligence or willful misconduct directly attributable to Manny or its personnel under direct management is proven.

7.7 Manny may provide the Client, upon express and written request, general information regarding existing insurance coverages from third-party providers; however, such information is provided solely for reference purposes and does not imply any warranty by Manny regarding the sufficiency or validity of said coverages.

7.8 Should the Client have any doubts or specific needs regarding additional insurance coverages; they must consult with their legal advisor or specialized insurance broker. Manny shall bear no responsibility for the absence or insufficiency of such additional coverages.

8. Claims Procedure and Dispute Resolution

8.1 In the event of any dissatisfaction or claim related to the provision of services by Manny or any provider coordinated or intermediated by Manny, the Client must formally submit said claim in writing within a maximum period of 15 calendar days from the effective date of the provision of the relevant service.

8.2 The claim must be sent to the official email address (ops@manny.aero) or delivered to Manny's operational address indicated in these terms and conditions. The claim must include at least:

- Full name of the complainant or duly accredited legal representative.
- Date and specific location of the provision of the service involved.
- Precise and detailed description of the facts, circumstances, or events giving rise to the claim.
- Relevant documentation and evidence clearly supporting the claim (photographs, technical reports, electronic communications, etc.)
- Specific details of the damage or harm suffered and, where applicable, the monetary quantification of the loss.

8.3 Manny shall carefully review the claims received within the established timeframes and undertakes to provide the Client with an initial written response within a maximum period of 10 business days following the formal receipt of the claim, confirming its reception and, if applicable, requesting additional information to continue the internal investigation process.

8.4 Manny shall conduct an objective and detailed investigation into the submitted claim, for which it may request the Client's cooperation and active participation. The Client shall provide additional information in a timely manner when so requested.

8.5 Upon conclusion of the internal investigation, Manny shall issue its final written resolution to the Client within a maximum period of 30 business days from the initial receipt of the complete formal claim (including any requested additional documentation).

8.6 The Client agrees that failure to submit the claim within the period indicated in clause 9.1 shall be understood as an express waiver of any claim, right, or action arising from the specific service involved.

8.7 Should the Client disagree with the resolution provided by Manny, both parties agree to make a reasonable effort to reach an amicable resolution through meetings or direct communications between authorized representatives, with the goal of reaching a mutually satisfactory agreement.

8.8 If no amicable resolution is achieved, both parties may resort to available legal remedies, expressly submitting to the jurisdiction and laws set forth in the relevant section of these terms and conditions.

9. Force Majeure and Acts of God

9.1 Neither party shall be held liable for delays, failures, or the partial or total inability to fulfill their contractual obligations resulting from circumstances qualifying as force majeure or acts of God. Such circumstances shall be understood as external, extraordinary, unforeseeable, and unavoidable events beyond the reasonable and direct control of the parties involved.

9.2 By way of example and not limitation, the following events shall be considered force majeure or acts of God:

- Natural phenomena (earthquakes, hurricanes, floods, wildfires, extreme weather conditions).
- Extraordinary health situations (pandemics, epidemics, or health-related restrictions imposed by competent authorities).
- Acts of war, armed conflicts, or significant social unrest that directly affect the provision of services.
- Unforeseen or extraordinary government restrictions or regulations that prevent or limit air or airport operations.
- Strikes, work stoppages, labor disputes, or disruptions to essential airport services beyond Manny's control.
- Widespread or partial interruptions of essential public services (electricity, telecommunications, fuel).

9.3 The party affected by a force majeure event shall notify the other party in writing immediately upon becoming aware of such circumstances, clearly detailing the nature of the event, the anticipated impact on operations, and any possible alternative or mitigation measures that may be adopted.

9.4 Both parties shall cooperate reasonably to mitigate the negative effects resulting from events of force majeure or acts of God, including, where possible, coordination of viable operational, logistical, or administrative alternatives.

9.5 If the duration of the force majeure or act of God exceeds thirty (30) consecutive calendar days, both parties shall have the right to jointly review the originally agreed terms and may opt for renegotiation, temporary suspension, or early termination of the affected services, without further liability for either party beyond payment for services effectively rendered up to that date.

10. Official Communications

Official communications shall be addressed to:

Manny Handling Support

Attention: Emilio Padilla Escoto – Sr. Operations Manager & Key Account

Benito Juárez García C2-C3, Fracc. Hacienda La Galia, C.P. 50245, San Pedro Totoltepec, Toluca, State of Mexico.

Email: ops@manny.aero

Phone: +52 722 273 0981

11. Governing Law and Jurisdiction

These terms and conditions shall be governed by the applicable laws of Mexico City, Mexico. For any related dispute, both parties expressly agree to submit to the exclusive jurisdiction of the competent courts of Mexico City, expressly waiving any other jurisdiction that may correspond to them by reason of present or future domicile.

12. Acceptance of Terms

By requesting, accepting, or using services provided by Manny, the Client expressly declares their consent and full acceptance of these general terms and conditions, as well as any additional policies published on the official website www.manny.aero.