

GENERAL TERMS AND CONDITIONS

JMB Aircraft s.r.o.

1. Introductory Provisions

- 1.1 These General Terms and Conditions (hereinafter the “**GTC**” or “**Terms and Conditions**”) of **JMB Aircraft s.r.o.**, registered office at Nádražní 635, 565 01 Choceň, Company ID No. 24178586, VAT ID CZ24178586, registered with the Regional Court in Hradec Králové, Section C, Insert 32464 (hereinafter “**JMB Aircraft**” or the “**Seller**”), govern the rights and obligations arising between the Seller and any natural or legal person (hereinafter the “**Buyer**” or the “**User**”) in connection with the use of the website **www.jmbaircraft.com** (hereinafter the “**Website**”), the inquiry form (the “**request form**”), or the conclusion of a purchase agreement.
- 1.2 These GTC apply to all situations in which the Buyer contacts the Seller for the purpose of obtaining information, submitting an inquiry, reserving a production slot, or purchasing an aircraft, components, accessories, or using related services (e.g., demonstration flights, presentations, consultations, etc.).
- 1.3 The Website is used to present the products of JMB Aircraft s.r.o., to facilitate non-binding inquiries, and to provide information about aircraft, their configurations, indicative prices, and availability.
- 1.4 All information on the Website is **for informational purposes only** and does **not** constitute a binding offer to conclude a purchase agreement within the meaning of Section 1731 of the Czech Civil Code.
- 1.5 By submitting an inquiry (a “**Request**”), the Buyer merely expresses a **non-binding interest** in a product or service. Submitting a Request **does not** create any obligation to conclude a contract, make a purchase, or perform any other obligation. A purchase agreement is concluded only after **mutual confirmation of all terms** between the Seller and the Buyer in a separate contract.
- 1.6 In the event of any conflict between these GTC and the provisions of a specific contract, the provisions of the **contract shall prevail**.
- 1.7 The Seller is entitled to unilaterally amend these GTC; the new version becomes effective on the date it is published on the Website.
- 1.8 The **EVO** aircraft is **not** a product of JMB Aircraft s.r.o., but of **JMB Composites s.r.o.**, which is its manufacturer. JMB Aircraft s.r.o. acts as a **commercial representative and sales partner** and is authorized to offer this model and arrange its sale to the Buyer.

2. Products and Prices

- 2.1 The Website contains information about aircraft, their variants, equipment, and **indicative** prices.
- 2.2 The prices stated are **non-binding and indicative**; the actual purchase price is always agreed **individually** based on configuration, currency, transport costs, and current production conditions.
- 2.3 The Seller reserves the right to **change prices and technical specifications** without prior notice.
- 2.4 The Seller further reserves the right to make **technical or design changes** to aircraft that do not adversely affect quality or safety, **without prior notice** to the Buyer.

3. Inquiry (Request) Process

- 3.1 Submitting a Request via the Website is **non-binding**.
- 3.2 By submitting a Request, the User confirms that they have read and agree to these GTC.
- 3.3 The Seller reserves the right **not to accept or respond** to a Request, in particular for capacity or operational reasons.
- 3.4 A purchase agreement is concluded **only after** the Seller and the Buyer **mutually confirm all contractual terms** in a separate agreement.

4. Demonstration and Showcase Flights

- 4.1 A demonstration flight may be carried out only by **mutual agreement** and subject to the availability of dates.
- 4.2 Such a flight is **non-binding and informational** in nature and does not create any obligation to conclude a purchase agreement.
- 4.3 The Seller reserves the right to **cancel or reschedule** the date for operational or meteorological reasons.

5. Transport and Transfer of Risk

- 5.1 Together with the purchase price, the Buyer is obliged to pay the Seller **the costs associated with packaging and delivery of the goods** in the agreed amount. Unless expressly stated otherwise, the purchase price **also includes** the costs associated with delivery of the goods.
- 5.2 The **method of transport** of the purchased aircraft or product depends on the destination country, the place of delivery, and the agreement of the contracting parties.
- 5.3 The specific method of transport (e.g., road, air, or sea freight) will be specified **towards the end of the production process**, taking into account safety, logistics, and cost efficiency.
- 5.4 The Seller shall ensure that the aircraft or product is **properly packed, secured, and insured** against damage or loss prior to transport.
- 5.5 If damage or loss occurs during transport, **JMB Aircraft s.r.o.** shall be **liable for the damage** and will provide remedy through insurance or appropriate compensation.
- 5.6 **Title and risk** in the product shall pass at the moment of handover to the Buyer or to the appointed carrier, unless otherwise provided in the contract.
- 5.7 After delivery of the aircraft—or in connection with **claims, service, repairs, warranty matters, or technical inspections**—the Buyer is required to contact the **After Sales Department** at: aftersales@jmbaircraft.com

6. Payments

- 6.1 Payments for aircraft and other products of JMB Aircraft s.r.o. are made **by bank transfer** to the Seller's account specified in the contract or on the issued invoice.
- 6.2 All payments must be made in the **currency specified in the contract** (typically EUR or USD), unless otherwise agreed by the parties.
- 6.3 The purchase price of the aircraft is paid **in stages** according to the progress of production. The standard payment schedule is as follows:
- **1st instalment:** at order,
 - **2nd instalment:** at the start of production,
 - **3rd instalment:** after the lamination process,
 - **4th instalment (balance):** before EXW delivery.

- 6.4 Delivery of the aircraft takes place under **EXW (Ex Works)** terms from the Seller's facility in **Vysoké Mýto, Czech Republic**, where the **Final Assembly Line** is located, unless agreed otherwise.

The date and method of handover will be agreed between the Buyer and the Seller in due time.

- 6.5 The price of the aircraft may be **increased** (only with the Buyer's approval) **no later than 6 months before the EXW delivery date**, in the event of **significant inflation, extended lead times, or increased production costs**.
- 6.6 All payments made in US dollars (USD) are **subject to exchange rate fluctuations**. The reference exchange rate between the euro and the dollar is **1 EUR = 1.08 USD**. Prices may **increase or decrease** accordingly depending on the applicable exchange rate at the time of payment.
- 6.7 The Buyer is obliged to make payments **properly and on time** according to the issued invoices. In the event of late payment, the Seller may **suspend production or delivery** of the aircraft until full payment of the relevant amount.
- 6.8 The Seller issues **advance and tax documents** to the Buyer in accordance with applicable legal regulations.

7. Liability, Warranties, and Limitation of Liability

- 7.1 The information provided on the Website is published **in good faith and without warranty** as to its completeness or currency.
- 7.2 Images, visualizations, and photographs are **illustrative** and may differ from the actual product depending on configuration and equipment.
- 7.3 The Seller is **not liable** for damage arising from incorrect use or interpretation of the information provided on the Website.
- 7.4 The Seller is **not liable** for damage caused by improper use of the aircraft, unauthorised interventions, subsequent modifications, or the Buyer's operational activities, nor for **consequential damages** (e.g., lost profit or loss of operational capability).

8. Personal Data Protection

- 8.1 The Seller processes Buyers' personal data in accordance with **Regulation (EU) 2016/679 (GDPR)** and **Act No. 110/2019 Coll.**, on the Processing of Personal Data.
- 8.2 Details are provided in a separate document, the **"Privacy Policy,"** available on the Website.

9. Final Provisions

- 9.1 These GTC are governed by the **laws of the Czech Republic.**
- 9.2 All disputes shall be resolved by the court **with subject-matter and local jurisdiction in Hradec Králové, Czech Republic.**
- 9.3 The parties agree that **email communication** shall be deemed **valid written form** of legal acts.
- 9.4 If these GTC are published in more than one language, in the event of any discrepancy between language versions, the **Czech version shall prevail.**
- 9.5 Deliveries of products by JMB Aircraft s.r.o. are carried out **worldwide** and may be subject to **export, import, and certification regulations** under the laws of the Czech Republic, the European Union, and the relevant destination countries.

The Buyer is obliged to ensure that the **import, registration, and operation** of the purchased aircraft or other product comply with the legal and technical requirements of the destination country.

- 9.6 JMB Aircraft s.r.o. cooperates with **authorised commercial representatives and dealers** in various regions worldwide.

The Buyer may conclude an order or purchase agreement **through these official representatives**, who act on behalf of JMB Aircraft s.r.o.

Any orders concluded in this manner are deemed **valid and binding**, as if concluded directly with JMB Aircraft s.r.o.

10. Intellectual Property

- 10.1 All content of the Website and related promotional materials (including photographs, texts, technical data, catalogues, visualizations, videos, 3D models, graphics, logos, and trademarks) is the **property of JMB Aircraft s.r.o.** and is protected by copyright.
- 10.2 Any copying, distribution, or commercial use of these materials **without prior written consent** of JMB Aircraft s.r.o. is **prohibited**.
- 10.3 The Seller reserves the right to **change the content** of the Website and promotional materials at any time **without prior notice**.

11. Effectiveness

- 11.1 These General Terms and Conditions **take effect on 1st October 2025** and remain in force until replaced by a new version.