

Lufthansa Aviation Training Group

General Purchasing Conditions

1. Scope

For legal relations related to all ordered goods, work and services between the supplier and Lufthansa Aviation Training Group consisting of

Lufthansa Aviation Training GmbH
Lufthansa Aviation Training Germany GmbH
Lufthansa Aviation Training Berlin GmbH
Lufthansa Aviation Training Operations Germany GmbH
Lufthansa Aviation Training Crew Academy GmbH
Lufthansa Aviation Training Pilot Academy GmbH
Lufthansa Aviation Training Austria GmbH

("LAT"), exclusively these General Purchasing Conditions shall apply. These Conditions may be supplemented by additional agreements covering specific orders. Any amendments and supplements hereto shall be in writing to be effective. Contrary general business conditions shall not apply even if they are not expressly rejected in a specific case.

2. Ordering and order acknowledgement

2.1 LAT may revoke its order at any time before receipt of the supplier's written order acknowledgement. Orders should be acknowledged within 2 weeks of their receipt.

2.2 In the event that the order acknowledgement departs from the order, LAT shall only be bound if it agrees to the departure in writing. Nor does acceptance of deliveries or services and payments on the part of LAT constitute consent.

3. Deliveries, delivery dates and default

3.1 The contractual deliveries shall be made to the location specified by LAT.

3.2 Delivery dates and particulars of delivery times are binding. Adherence to the delivery date or the delivery time depends crucially on the receipt of the goods at LAT. If the contractual service involves the manufacture, erection or assembly of a work, its acceptance shall be crucial. The supplier shall notify LAT at once of any foreseeable delay in deliveries. Partial deliveries and premature deliveries shall be subject to prior review with LAT.

3.3 In the event that the supplier defaults, LAT shall be entitled to the full rights set forth in the provisions of statute. If the contractor is in default with adherence to a contractually agreed delivery date, it shall pay the client a contractual penalty amounting to 0.2% of the net order sum, though max 5.0% of the net order sum, for each working day that culpably exceeds the delivery

date. The assertion of claims going beyond this by the client is not excluded; the forfeited contractual penalty shall be offset with the client's further-going claim to compensation. LAT reserves the right to claim the contractual penalty until final payment.

4. Packaging and transport

4.1 The supplier shall be responsible for proper packaging, taking account of the shipment type concerned, and shall bear the onus of proof. Failing special arrangements, the supplier shall, at its expense, take back the packaging and properly dispose of same. Place of performance for return of the packaging is the transfer location of the goods.

4.2 Delivery notes shall be affixed to the outside of the packaging and shall contain the order number, the article designation with part number, the delivery quantity and any remarks on partial deliveries. Deliveries consisting of several parts or packages shall be marked as belonging together.

4.3 Failing other arrangements, shipping costs shall be borne by the supplier. In pricing ex works or ex sales depot of the supplier, shipping shall be at the lowest cost in each case, unless LAT has prescribed a specific mode of transport. Additional costs due to non-adherence to forwarding instructions shall be borne by the supplier.

4.4 In pricing free recipient, the supplier may determine the mode of transport. Additional costs for any accelerated transportation necessary to adhere to a delivery date confirmed by the supplier shall be borne by the latter.

4.5 Transport of the goods to be delivered is at the supplier's risk. The supplier is free to arrange for insurance.

5. Passage of risk and title, copyright

5.1 If the contractual service involves the manufacture, erection or assembly of a work, risk shall pass upon acceptance and, in the case of delivered goods without erection or assembly, upon receipt by the receiving point specified by LAT.

5.2 Upon delivery/acceptance of the ordered goods/work, LAT shall acquire direct title thereto.

5.3 In respect of all copyrightable services, the supplier grants LAT an exclusive, freely assignable right of use with no restrictions in terms of time and place for all known use types. The complete or partial exercise of the rights, also at a later time, shall not require any further consent of the supplier.

6. Defects

6.1 LAT shall examine the delivered items for patent defects within two weeks of acceptance. LAT shall notify the supplier in writing without delay of any defects in the delivery as soon as these are established under the conditions of the due course of business. To that extent, the supplier waives the defence of late notification of defects.

6.2 The issue of receipts and any payments made by LAT do not constitute a waiver of claims or rights. Any warranty claims shall survive intact.

7. Prices, payments and offsets

7.1 The prices stated in the various orders are without value-added tax. They are fixed prices and exclude subsequent claims. Any additional or deviating deliveries or services are only remunerated if a rider or supplementary agreement was concluded in advance.

7.2 The content of an invoice must comply with the applicable provisions of statute. For each order, a separate invoice shall be drawn up. The invoice currency must agree with the order currency. The breakdown of the invoices must mirror the structure of the order. Invoices must contain as reference the order number and the order date. The invoice items must contain as reference the order item numbers as well as the specification and the quantity with single and item price. Where, in an exceptional case, no order exists, at least the department and the name of the orderer at LAT must be stated; invoicing in such a case is in Euros. In the event of non-compliance, LAT reserves the right to reject the invoice.

7.3 In general, there are three invoicing methods: invoice in paper form, as PDF format via e-mail or through the Comarch platform

7.3.1 The following applies for invoicing through Comarch: the relevant data for billing, specified in the contract must be entered by the suppliers in the billing tool. After entering the data, a dispatch of invoices in paper form or by e-mail is excluded. The entered data will be processed electronically and transmitted to the respective LAT company. The payment takes place via the respective LAT company. Claims for payment can only be asserted against the respective LAT company.

7.3.2 The following applies for invoicing on paper: the invoices must be sent in a single copy to the addresses given below. In addition to the invoice address, the respective LAT company must be noted as the clear recipient of the service.

Lufthansa Aviation Training GmbH:

iSS DD - Lufthansa Aviation Training GmbH
PO BOX 215
Plynární 1617/10
Prague 7, 170 00
Czech Republic

Lufthansa Aviation Training Germany GmbH:

iSS DD - Lufthansa Aviation Training Germany GmbH
PO BOX 215
Plynární 1617/10
Prague 7, 170 00
Czech Republic

Lufthansa Aviation Training Berlin GmbH:

iSS DD - Lufthansa Aviation Training Berlin GmbH
PO BOX 215
Plynární 1617/10
Prague 7, 170 00
Czech Republic

Lufthansa Aviation Training Operations Germany GmbH:

iSS DD - Lufthansa Aviation Training Operations Germany GmbH
PO BOX 215
Plynární 1617/10
Prague 7, 170 00
Czech Republic

Lufthansa Aviation Training Crew Academy GmbH:

iSS DD - Lufthansa Aviation Training Crew Academy GmbH
PO BOX 215
Plynární 1617/10
Prague 7, 170 00
Czech Republic

Lufthansa Aviation Training Pilot Academy GmbH:

iSS DD - Lufthansa Aviation Training Pilot Academy GmbH
PO BOX 215
Plynární 1617/10
Prague 7, 170 00
Czech Republic

Lufthansa Aviation Training Austria GmbH:

iSS DD - Lufthansa Aviation Training Austria GmbH
PO BOX 215
Plynární 1617/10
Prague 7, 170 00
Czech Republic

7.3.3 The following applies for invoicing via e-mail: the invoices must be sent in a single copy as PDF format to the e-mail address of the respective LAT company:

Lufthansa Aviation Training GmbH:

LAT.AP.GmbH@accenture.com

Lufthansa Aviation Training Germany GmbH:

LAT.AP.DE@accenture.com

Lufthansa Aviation Training Berlin GmbH:

LAT.AP.BER@accenture.com

Lufthansa Aviation Training Operations Germany GmbH:

LAT.AP.OPS@accenture.com

Lufthansa Aviation Training Crew Academy GmbH:

LAT.AP.CA@accenture.com

Lufthansa Aviation Training Pilot Academy GmbH:

LAT.AP.PA@accenture.com

Lufthansa Aviation Training Austria GmbH:

LAT.AP.AT@accenture.com

7.3.4 Payments are made after 14 days subject to 3% discount or after 30 days without deduction. These terms commence as soon as the work or service has been completed and the duly issued invoice has been received by LAT. Deduction of a discount is also permissible if LAT offsets or retains payments in an adequate amount due to defects. The terms then commence after complete remedy of the defects.

7.4 As a general rule, invoicing shall follow performance of the service and acceptance or clearance of the delivery by LAT.

7.5 In any partial deliveries approved by LAT, the invoice must contain a remark to that effect.

7.6 Any agreed down payments and services to be offset against down payments shall be marked as such in the invoice. Down payments and services to be offset against down payments cannot be settled via AirPlus.

7.7 The supplier may only perform offsets with undisputed or final claims against LAT.

8. Warranty

8.1 Failing other arrangements, the provisions of statute on warranty shall apply subject to the following provisions: the warranty period shall commence upon passage of risk (delivery or acceptance). If the supplier's deliveries are inputs for work or services of LAT in dealings with third parties, the warranty period shall commence upon delivery or acceptance by LAT's client.

8.2 The warranty period shall be extended by such time as the faulty work or service cannot be used as intended.

8.3 To the extent that, within the scope of the warranty, an optional right exists between different forms of subsequent performance, LAT shall have such optional right.

9. Compliance and Corporate Social Responsibility

9.1 The supplier agrees to perform this contract in accordance with applicable laws and directives, including anti-bribery and anti-corruption legislation (such as the U.S. Foreign Corrupt Practices Act or the UK Bribery Act). Local legal requirements must be observed, but at least the following obligations.

9.1.1 The supplier agrees not to render, approve, offer, accept or promise, either itself or through third parties acting on behalf of the supplier, any form of contribution (e.g. bribes, kickbacks, valuables or other benefits) in favor of a public or elected official or another third party (including an employee of LAT) for the purpose of initiating or continuing business transactions, obtaining other favourable business decisions or

obtaining other unlawful advantages, which are in each case connected with LAT.

9.1.2 The supplier furthermore confirms that it has not rendered, approved, offered, accepted or promised any contribution pursuant to section 9.1.1 in connection with LAT and this contract, either itself or through third parties acting on behalf of the supplier.

9.1.3 LAT expects that the supplier will likewise demand that its business partners, contractors or other third parties who are commissioned or employed to perform any duties under this contractual relationship vis-à-vis LAT comply with the obligations contained in the above sections 9.1 to 9.1.2.

9.1.4 The supplier confirms that it has taken note of the Lufthansa Group Code of Conduct, which is available at <https://investor-relations.lufthansagroup.com/de/corporate-governance/compliance/code-of-conduct.html>.

9.2 The supplier agrees to comply with the 10 principles of the UN Global Compact and the 4 basic principles of the International Labor Organization (ILO) within the meaning of an essential contractual obligation. LAT expects the supplier to demand the same from its business partners.

9.3 If the supplier (including any third parties employed by the supplier in connection with this contract) is suspected of breaching its obligations under sections 9.1 or 9.2 or if the declarations being made in section 9.1 are incorrect, the supplier is obliged to investigate the suspicion immediately and to inform LAT in writing of the investigation and its results. If available and legally allowed, the supplier will provide LAT with all relevant documents, information and evidence to evaluate the suspicion. If the suspicion is confirmed, the supplier will provide LAT with a written statement within a reasonable period of time of the measures taken to prevent future breaches. If the supplier does not comply with these obligations within a reasonable period of time, or if the announced or taken preventive measures are not sufficient to prevent future breaches of sections 9.1 or 9.2 under objective standards even after setting a reasonable period of grace, or if the breach is repeated, LAT is entitled, irrespective of other

rights, to terminate the relevant service level agreement and/or this contract as well as any other contractual relationships without further notice. This shall not affect the supplier's obligation to provide any agreed termination support.

10. Liability

10.1 The supplier shall be liable according to the provisions of statute. Specifically, the supplier shall be liable for any damage/loss, incl. consequential loss, incurred by LAT from any non-compliant delivery or service, unless the supplier submits evidence that it is not answerable for such damage/loss.

10.2 In its deliveries and services, the supplier shall adhere to the recognized state of the art, recognized safety regulations as well as the relevant accident-prevention, environmental and industrial-safety rules. If these regulations are not heeded, the order shall be deemed not properly fulfilled. LAT may claim any resulting damage/loss from the supplier.

11. Third-party rights

11.1. The supplier shall be liable for ensuring that work or services performed are free from any third-party rights, unless it is not answerable for the infringement of rights.

11.2. In any infringement as set forth in 11.1 the supplier shall release LAT, upon first written demand, from any liabilities that arise from a service being burdened by rights claimed by third-parties, specifically industrial-property rights. The same shall apply to any foreign copyright of which the supplier was aware, or was not aware due to gross negligence.

11.3. LAT shall notify the supplier without delay of the assertion of such claims against it. The supplier shall support LAT in averting such claims and assume the costs incurred therefore, specifically litigation and lawyer's fees. To the extent that LAT has defence measures reserved to it on legal grounds, LAT shall be entitled to an advance payment of the estimated defence costs.

11.4. In the event that use of the services performed by the supplier is prohibited by a court decision or if, in the opinion of one party, a lawsuit threatens on the grounds of an infringement of copyright, the supplier shall take remedial action, unless it is not answerable for the infringement. Such remedial action may consist in the supplier obtaining the disputed rights for LAT or amending or re-performing its contractual services in a manner that no longer infringes a copyright. Any failure to take remedial action or any resulting lack of success shall entitle LAT to rescission.

12. Plans, records, drawings

Any plans, drawings and other records made available shall remain LAT's property. They shall be promptly returned once the order is completed.

13. Secrecy and data privacy

13.1. Any contractual and personal data (irrespective of whether in writing, oral or in any other form) are subject to secrecy, viz. even if they are not marked as such. The supplier undertakes to treat in secret such data, unless they are in the public domain anyhow or are expressly intended for publication or are later lawfully obtained from third parties without infringing the terms of the contract.

Any passing on of confidential information to third parties shall require the consent of LAT. LAT is entitled to pass on confidential information to companies affiliated with it as defined by sec. 15 of Germany's Stock Corporation Act (*AktG*).

13.2. The provisions of statute and operational regulations governing data privacy shall be heeded. The supplier shall impose a corresponding duty on any employees and vicarious agents coming into contact with the contractually owed service and shall hand over to LAT the record of such commitment upon request. To the extent that personal data are processed or used by order, the parties shall promptly conclude a data-protection agreement pursuant to the provisions of Germany's Federal Data Protection Act (*BDSG*).

13.3. The supplier undertakes to maintain secrecy in respect of data that became known to it also beyond the end of the contractual relations. The supplier undertakes to return to LAT or – at LAT's request – to destroy any data and records after this agreement has ended.

14. Naming as reference

The supplier may advertise its business relationship with LAT only with the latter's prior consent.

15. Intercompany offsets

LAT shall be entitled to offset any claims of the supplier, whether due or not yet due from LAT or from a company with which LAT is affiliated as defined in sec. 15 *AktG*, with its own claims or with claims of the companies named. A list of companies affiliated with LAT as defined in sec. 15 *AktG*, including, in particular, Deutsche Lufthansa AG, Lufthansa Technik AG, Lufthansa Cargo AG and Lufthansa Systems AG, will be sent upon request.

16. Applicable law and venue

16.1 The contractual relations between the supplier and all German LAT subsidiaries are subject to German law without the conflict-of-laws rules, and ousting the UN Convention on the International Sale of Goods (CISG). The contractual relations between the supplier and Lufthansa Aviation Training Austria GmbH are subject to Austrian law without the conflict-of-laws rules, and ousting the UN Convention on the International Sale of Goods (CISG). The contract language is German. If other languages are used, the German wording shall be authoritative.

16.2 For all German LAT subsidiaries: The courts at Frankfurt am Main, Germany, shall have exclusive jurisdiction in any disputes, including proceedings based on documents and bills of exchange, under or in connection with the contractual relations or with the emergence, efficacy or termination of the contract.

For Lufthansa Aviation Training Austria GmbH: The courts at Vienna, Austria, shall have exclusive jurisdiction in any disputes, including proceedings based on documents and bills of exchange, under or in connection with the contractual relations or with the emergence, efficacy or termination of the contract.