

# Lufthansa Aviation Training Switzerland AG

## General Purchasing Conditions

### 1. Definitions

LAT CH	Lufthansa Aviation Training Switzerland AG, a Swiss company with registered seat at Cherstrasse 1, 8152 Opfikon, Switzerland, who is the buyer of Goods and/or Services under the Contract.
Supplier	Natural person or legal entity who is the seller and supplier of Goods and/or Services under the Contract.
Recipient	Natural person or legal entity who receives the Goods and/or Services in the name and/or on behalf of LAT CH. In certain cases, LAT CH may be the Recipient.
Contract	The sales and purchase agreement between LAT CH and Supplier regarding the sale and supply of Goods and Services consisting of an individual contract (be it in form of a frame contract and these GTC)
Parties	LAT CH and Supplier (and "Party" shall mean either of them).
Goods	All goods covered by the Contract.
Services	All services covered by the Contract.
Supplies	Goods and/or Services as applicable
GTC	These General Terms and Conditions.

### 2. Scope of Application of these GTC and Order of Precedence

These GTC govern the conclusion and content of and performance under a Contract. These GTC are binding for the entire present and future business relationship between the Parties and apply to all purchase orders made by LAT CH, even if these GTC are not expressly incorporated by reference. With conclusion of the Contract and acceptance of a purchase order the Supplier assents to these GTC.

Unless explicitly agreed in writing by LAT CH, no terms and conditions submitted or referred to by any Supplier when tendering, confirming a Contract, delivering Goods, rendering Services or issuing invoices shall become part of the Contract. In case of inconsistency between the terms of the individual contract (and the documents referred to therein) and these GTC, the former shall prevail.

### 3. Conclusion of the Contract

The Contract and each purchase order have to be made in writing. In case of disrespect of this written form requirement LAT CH is entitled to reject the Goods and Services and/or deny payments of such Supplies.

LAT CH may amend and/or modify and/or cancel the purchase order or withdraw from a contract offer until receipt of acceptance of the purchase order or the contract offer by the Supplier. The supplier has to provide the written order confirmation within 2 weeks.

### 4. Engagement of Third Parties

The Supplier may engage third parties for the performance of the contractual obligations only with prior written consent of LAT CH. In any case the Supplier shall remain responsible and liable for the services rendered by the engaged third parties. The Recipient acts on behalf of LAT CH in all contractual matters related to the Contract.

### 5. Delivery and Acceptance

#### 5.1 General

The Supplier shall deliver the ordered Supplies according to the Incoterms 2010 as specified in the Contract. If there are no specified Incoterms stated in the Contract then DDP (Delivered Duty Paid) shall be applicable.

All deliveries must include a delivery note stating the Recipient concerned and any other information required in the Contract. The Supplier shall include details of the origin and the customs tariff number of the Goods on the invoice as well as on the delivery note. The Supplier shall be liable for any additional customs, duties and related costs caused by a lack of such details. Benefit, risk and title of the Goods shall pass to LAT CH upon delivery and acceptance of the Goods at the place of delivery.

### **5.2 Place of Delivery / Place of Performance**

The place of delivery of Goods respectively place of performance of Services shall be the delivery or performance address respectively of the Recipient as stated in the Contract. The Supplier will be held responsible for any additional expense incurred in the delivery of Goods to an incorrect destination or the rendering of Services at the incorrect place.

### **5.3 Delivery deadlines**

All agreed deadlines are binding. If the Supplier fails to meet agreed deadlines, he is considered in default immediately upon the expiration of such deadline. Partial deliveries and advance deliveries may only be made if approved in advance and in writing by LAT CH or Recipient. In case of call-off orders, the Supplier must deliver the Goods within five days after having received the request, unless otherwise stated in the Contract. All requests for such call-off orders must be made in writing.

### **5.4 Late or incomplete delivery**

In case of late delivery, the Supplier has to inform LAT CH and the Recipient immediately in writing about the fact and the reasons of such delay and the expected delivery date.

In case of late or incomplete delivery of Goods the following compensation is agreed:

- delay of up to 2 days: no compensation
- delay of 2 to 5 days: 20% reduction of the price of the Goods concerned
- delay of 5 to 10 days: 40% reduction of the price of the Goods concerned

- delay of more than 10 days: 60% reduction of the price of the Goods concerned.

In addition to the compensation above in case of late or incomplete deliveries of more than 10 days or in case of repeated late or incomplete deliveries of a total of more than 20 days LAT CH has the right to terminate the Contract and annul the purchase order with immediate effect in writing.

The payment of any compensation under this clause does not alter Supplier's obligation of on-time delivery and LAT CH keeps all legal and contractual rights and remedies for late or incomplete delivery. The Supplier shall not be deemed to be in default on account of delays in delivery due to events of Force Majeure as set forth below or due to reasons attributable to LAT CH or the Recipients.

### **5.5 Packing**

The Supplier shall deliver the ordered Supplies in appropriate packing, which should however be kept to a minimum. The Recipient is entitled to return all re-usable packing material to the Supplier and LAT CH is entitled to obtain credit for the same. All packing units must have a label showing content, quantity LAT CH as well as any other information required in the Contract. All packing units must contain only Goods of identical nature. The Supplier ensures that the necessary certificates and documentation for the Goods are enclosed within the package of the goods.

All packaged food items must show their date of production and their use-by date. In case of dangerous or hazardous Goods, the packaging must contain clear indications conform to the relevant regulations and laws.

### **5.6 Contracts of carriage and insurance**

The Supplier must organize the transport of Goods at its own risk and expense to the place of delivery. Instructions in the Contract related to means of transportation and the choice of the carrier must be observed.

The Supplier shall have an appropriate insurance cover for loss of and/or damage to the Goods delivered. LAT CH shall on

request obtain written confirmation of such insurance cover from the Supplier.

### **5.7 Examination and Acceptance**

The Recipient of Supplies shall examine the Goods delivered within thirty (30) days of delivery. The Recipient of Supplies shall have the right to reject Supplies which are not in accordance with the Contract. Payments for the Supplies shall not be regarded as acceptance of the delivery. Acceptance of Supplies does not prejudice any warranty rights for hidden defects of any Supplies. Services are accepted by providing a signed acceptance protocol.

### **6. Price**

All prices shall be binding and remain unchanged for at least twelve (12) months from receipt of the quotation. All prices shall include all direct discounts, packing, transport, insurance, custom fees and any taxes with the exception of the value added tax.

All costs or compensation with regard to the sale and delivery of Goods and/or the performance of Services which are not specifically determined in the Contract shall be borne by the Supplier.

### **7. Terms of Payment**

The Supplier shall issue an invoice as stated in the Contract in the currency agreed for the Supplies. Invoices have to be submitted electronically according to the current e-invoicing procedure of LAT CH.

Therefore, the e-Mail [LAT.AP.CH@accenture.com](mailto:LAT.AP.CH@accenture.com) for LAT CH has to be used.

Payment shall be effective net within thirty (30) days as from the day on which LAT CH has received the invoice in conformity with this clause.

### **8. Warranty**

#### **8.1 Warranty of Quality**

The Supplier warrants that all Goods and/or Services:

- are in accordance with the Contract,

- correspond strictly with any and all descriptions, advertisements, brochures, drawings, specifications and samples given by Supplier or stipulated in the Contract;
- are fit for all purposes for which the Goods in question are supplied and for any other purpose LAT CH has expressly made known to the Supplier;
- are of perfect quality and free from any defects;
- are in compliance with all applicable national and international laws and standards, in particular any applicable health, safety and employment regulations;
- are carried out with proper and reasonable skill and care and to the highest professional standards;
- comply with any other quality standard which LAT CH may not have specifically stated but which the Supplier can reasonably assume.

#### **8.2 Remedies for Breach of Warranty**

The warranty period shall extend for twenty-four (24) months following acceptance of the delivery.

In case of breach of a warranty obligation by the Supplier LAT CH is entitled to ask – at its own discretion – the prompt rectification of the deficiency free of charge or the replacement of the Goods concerned. In the case the Supplier fails to rectify the deficiency or replace the defective Goods within a for LAT CH acceptable time, LAT CH is entitled to either request a reduction of the purchase price, to withdraw from the Contract or to buy a substitute product from a third party in which case the Supplier shall be liable for the price difference.

If damage has occurred due to the breach of warranty, the Supplier shall in addition be liable for its compensation.

### **9. Liability**

The Parties shall be liable for any damage caused by negligence or wilful intent to the other Party or to the Recipient.

The Parties shall be liable for the conduct of their staff members and other auxiliary persons as well as third parties engaged for the purpose of performance of the Contract (e.g. sub-suppliers, subcontractors, substitutes) in the same way as for their own conduct.

#### **10. Intellectual Property Rights**

The Supplier warrants that all Goods delivered and all Services rendered do not infringe any third party's registered or non-registered foreign or domestic intellectual property right, such as patent, design, trade mark, service mark, copyright, right of confidence or know-how.

The Supplier will indemnify and hold LAT CH, its employees and the Recipient harmless for and against any claims, demands, costs and damages (including reasonable attorney fees) relating to the infringement of any third party's intellectual property right by the Goods and/or Services of the Supplier.

#### **11. Export Regulations**

The Supplier warrants and shall be liable for respecting all applicable export and customs regulation. Any documentation thereto shall be provided by the Supplier free of charge.

#### **12. Audit**

LAT CH and/or the Recipient of Supplies reserve the right to inspect the Goods and supervise the Services at any time before or after the delivery at the premises of the Supplier (or any sub-contractor of the Supplier). The Supplier shall ensure that the agreements with its sub-contractors permit such inspection. Such inspection or supervision shall not relieve the Supplier of any obligation under the Contract.

#### **13. Confidentiality Obligation and Data Protection**

Each Party (the "Receiving Party") shall keep secret and shall not disclose any information and personal data provided by the other Party (the "Disclosing Party"), including information concerning the business, operation or customers of the Disclosing Party and its suppliers (the "Confidential Information"), to any third party. In cases of doubt, facts and information shall be treated confidentially. The Parties are

obliged to take all economically reasonable and technically and organizationally possible measures to ensure that Confidential Information is effectively protected from access and knowledge by unauthorized parties. For the purpose of this provision Lufthansa Group companies shall not be considered as a third party.

The Receiving Party may communicate Confidential Information to its employees, suppliers, contractors and consultants only to the extent necessary to fulfil the Contract, only on a strict "need to know" basis and only under the condition such employees, suppliers, contractors or consultants are bound by a confidentiality obligation equivalent to the obligations the Receiving Party has under this clause.

No Party shall be deemed to be in breach of Contract by reason of any delay in performing, or any failure to perform, any of its respective obligations, if the delay or failure was due to any cause beyond its reasonable control, including but not limited to acts of Gods, explosions, floods, fire or accident, war, terrorism, civil disturbance, import or export regulations or embargoes ("Force Majeure Event").

In the event of either Party being so hindered or prevented by a Force Majeure Event, such Party shall give notice of suspension as soon as reasonably possible to the other Party stating the date and extent of such suspension and the cause thereof. Any Party whose obligations have been suspended as aforesaid shall resume the performance of such obligations as soon as reasonably possible after the removal of the Force Majeure Event and shall notify the other Party hereof.

#### **14. Force Majeure**

In the event that a Force Majeure Event continues for more than sixty (60) days, either Party may terminate the Contract with immediate effect.

#### **15. Human rights and environment-related obligations pursuant to the UN Global Compact and the Act on Corporate Due Diligence Obligations in Supply Chains (Lieferkettensorgfaltspflichtengesetz – "Supply Chain Act"), ILO basic principles**

15.1 Deutsche Lufthansa Aktiengesellschaft (“DLH”) must, subject to the obligations of the Act on Corporate Due Diligence Obligations for the Prevention of Human Rights Violations in Supply Chains (Lieferkettensorgfaltspflichtengesetz - “Supply Chain Act”), apply adequate human rights and environment related due diligence in its supply chains, with the aim

- to protect any protected legal positions,
- to identify, detect and prevent human rights and environment-related risks,
- to detect and terminate violations of human rights-related and environment-related obligations, and
- to ensure that all its subsidiaries, including LAT CH, equally comply with these due diligence obligations.

15.2 The Supplier undertakes to comply with the ten principles of the UN Global Compact, the five basic principles of the International Labor Organization (ILO) and the following precepts and prohibitions: prohibition of child labor; prohibition of forced labor and all forms of slavery, exploitation, humiliation and abuse; prohibition of disregard for occupational safety and health and protection from work-related health hazards; disregard for freedom of association and the right to collective bargaining; prohibition of unequal treatment in employment; prohibition of the withholding of an adequate living wage; prohibition of the destruction of natural resources through environmental pollution; prohibition of unlawful infringement of land rights; prohibition of the commission or use of private or public security forces which, due to a lack of instruction or control, may lead to harm to life and limb; prohibition of any act or omission in breach of duty to act that goes beyond the foregoing and which is directly likely to impair, in a particularly serious manner, a protected legal position within the meaning of section 2 paragraph 2 of the Supply Chain Act and the unlawfulness of which is obvious upon reasonable assessment of all the circumstances in question; prohibition of the production, use and/or disposal of mercury pursuant to the Minamata Convention; prohibition of the production and/or use of substances within the scope of the Stockholm Convention (persistent organic pollutants - POPs) as well as the non-environmentally sound handling of wastes containing

POPs; prohibition of the import or export of hazardous wastes within the meaning of the Basel Convention.

15.3 The Supplier undertakes to provide human rights or environment-related training for employees who are responsible for minimizing or exposed to relevant risks. LAT CH may require the Supplier to provide evidence of the performance of and participation in relevant training courses or to ensure that the relevant employees of the Supplier participate in any relevant training courses offered by LAT CH.

15.4 If LAT CH requests information from the Supplier in context of its risk analysis to be carried out under the Supply Chain Act to identify or assess human rights or environment-related risks, the Supplier shall provide LAT CH adequately with the required information to the extent permitted by applicable law or contractual obligations. The Supplier agrees that for the purposes of its risk analysis, LAT CH transfers relevant information on the contractual relationship with the Supplier to a third party specialized on risk analysis that processes the information on behalf of LAT CH.

15.5 If the Supplier discovers or otherwise becomes aware of a potential violation of human rights or environment-related obligations in its own business operations in relation to the provision of services to LAT CH, it shall be obliged to inform LAT CH thereof and the measures it has taken consequently.

15.6 The Supplier shall cooperate with LAT CH and support LAT CH with best efforts to implement the measures required by the Supply Chain Act with a view to terminating, preventing, and minimizing human rights and environment-related risks and violations, particularly the implementation of required preventive and remedial measures.

15.7 The Supplier undertakes, upon LAT CH’s request, to inform its employees about the possibility of using Lufthansa Group’s complaint procedure. Information about the complaint procedure as well as access to it are available at <https://investor-relations.lufthansagroup.com/en/corporate-governance/compliance/whistleblowing-system.html>.

15.8 Once a year or occasion-related, LAT CH is entitled to conduct an audit on the Supplier’s business and industrial premises and within its business operations to identify and assess human rights and environment-related risks or violations and to assess and determine whether the Supplier

complies with its obligations pursuant to this paragraph 15 (“Audit”). LAT CH may mandate a third party, which is bound to professional objectivity and secrecy, to conduct the Audit during the Supplier’s regular business hours. LAT CH shall notify the Supplier of the Audit with a prior two-weeks’ written notice. The Supplier is entitled to take appropriate measures to protect its business secrets and personal data, particularly customer data. The Supplier bears the cost of the Audit unless it demonstrates that no human rights or environment-related risk or violation and no violation of human rights or environment-related due diligence obligations exist.

15.9 The Supplier assures to comply with the expectations of the Lufthansa Group as expressed in its Supplier Code of Conduct

(<https://www.lufthansagroup.com/en/suppliers.html>).

15.10 The Supplier further undertakes to use best efforts to pass on the obligations pursuant to this Clause 15 to its direct suppliers in an obligatory manner.

15.11 If LAT CH notices that the Supplier is in breach of any of the obligations set forth in Clauses 15.1 to 15.10, LAT CH reserves the right to temporarily suspend the contract concluded with such Supplier or – if necessary, also extraordinarily – to terminate it for good cause.

15.12 Reservation to change: The obligations to be complied with by the Supplier pursuant to this Clause 15 may be adjusted at any time depending on the results of the risk analysis continuously conducted by LAT CH. The Supplier will be informed by LAT CH one (1) month prior to the entry into force of any adjustment and has the option to object to this within two (2) weeks from the date of knowledge, of which LAT CH will again inform the supplier separately in each individual case.

## **16. Compliance with the Law**

The Supplier must comply with all applicable laws and regulations.

### **16.1 Improper Advantage**

The Supplier must never, either directly or through intermediaries, offer or promise any personal or improper advantage in order to obtain or retain a business or other

advantage from a third party, whether public or private, whether the activity is related to LAT CH or a third party. Nor must the Supplier accept any such advantage in return for any preferential treatment of a third party.

## **17. Miscellaneous**

### **17.1 Advertising**

Without written consent, the Supplier may not mention or otherwise draw attention to its relationship with LAT CH or the Recipient in its advertising or in any other form.

### **17.2 Correspondence**

All correspondence (e.g. invoices, shipment notifications, delivery notes, samples and similar) shall include the correct address of the Parties.

All paper-based invoices have to be sent to the respective following address:

#### **Lufthansa Aviation Training Switzerland AG**

iSS DD - Lufthansa Aviation Training Switzerland AG

PO BOX 215

Plynární 1617/10

Prague 7, 170 00

Czech Republic

LAT CH prefers to receive paperless invoices using the following e-mail address: [LAT.AP.CH@accenture.com](mailto:LAT.AP.CH@accenture.com) for LAT CH.

### **17.3 Modification of the Contract**

The Contract may only be modified or amended by a document signed by both Parties. Any provision contained in the Contract may only be waived by a document signed by the Party waiving such provision.

### **17.4 Assignment**

The Contract and/or any rights and obligations thereunder may only be assigned by a Party to third parties with the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing LAT CH is entitled to assign the Contract or any rights and

obligations thereunder to any affiliated company of the Lufthansa Group.

### **17.5 Severability**

Should any part or provision of the Contract be held to be invalid or unenforceable by any competent authority having jurisdiction, the other provisions of this Contract shall nonetheless remain valid. In this case, the Parties shall negotiate in good faith a substitute provision that best reflects the economic intentions of the Parties without being unenforceable and shall execute all agreements and documents required in this connection.

## **18. Applicable Law and Place of Jurisdiction**

### **18.1 Applicable Law**

Contracts concluded with LAT CH shall be governed by and construed in accordance with the substantive laws of Switzerland, with the exclusion of the Vienna Convention on the International Sale of Goods dated April 11, 1980.

### **18.2 Place of Jurisdiction**

All disputes arising out of or in connection with the Contract, including disputes on its conclusion, binding effect, amendment and termination, shall be exclusively resolved in case of LAT CH by the competent court of Bülach, Canton of Zurich, Switzerland