

# GENERAL TERMS AND CONDITIONS IN RESPECT OF TRAINING SERVICES

Lufthansa Aviation Training GmbH, a company existing under the laws of Germany, having its registered office at Zeppelinstraße 1–3, 85399 Hallbergmoos, Germany (hereinafter “LAT”) agrees to provide Customer (as defined below) with Training Services (as defined below) and/or Facilities (as defined below) subject to the terms and conditions as hereinafter stated (hereinafter these “General Terms and Conditions”).

Confirmations of Offers (as defined below) on the part of the Customer referring to the Customer’s general terms and conditions of purchase or business are herewith expressly rejected. Neither shall the Customer’s general terms and conditions of purchase or business apply if LAT performs Training Services and/or provides Facilities without reservation and being aware of contrary terms and conditions on the part of the Customer.

No ancillary agreements are in existence. All amendments to these General Terms and Conditions require written confirmation by LAT. This applies equally to the waiver of this written form clause. E-mails do not meet this written form requirement.

## Article 1 - Definitions

The terms hereunder shall have the following meanings for all purposes of these General Terms and Conditions.

- Customer:** The legal person requesting LAT to provide Training Services and/or Facilities identified in an Offer.
- Facility:** A Training facility operated by LAT or its subsidiaries.
- Operations Manual:** A detailed description of Training Services as contained in Operations Manual D and Maintenance Training Organisation Exposition of LAT.
- Trainee:** Any participant or participants registered in a Training Services course provided by LAT.
- Training Documentation:** All documents and media provided to the Customer or Trainee by LAT while providing Training Services, including but not limited to Handouts, Handbooks, Presentations and Web Based Trainings.
- Training Services:** Training services as defined in an Agreement.

## Article 2 – Conclusion of an Agreement

- 2.1 LAT shall perform the Training Services and/or provide Facilities on the basis of an agreement concluded as set forth herein (hereinafter “Agreement”).
- 2.2 The initial basis for concluding an Agreement is an offer by LAT to Customer (hereinafter “Offer”). Unless stated otherwise in the Offer, Offers are non-binding and subject to confirmation.
- 2.3 An Agreement is concluded, if Customer accepts the Offer in writing (e-mail sufficient) within a period stipulated in the accompanying Offer document and if LAT confirms Customer’s acceptance. Customer’s acceptance of the Offer shall comply with the contents of LAT’s Offer and these General Terms and Conditions.

## Article 3 – Dates, Termination, Cancellation

- 3.1 The dates agreed upon in an Agreement are binding and may only be changed with the explicit consent of LAT.
- 3.2 Unless otherwise specified in the Agreement, Customer may cancel Trainings while paying the following cancellation fees as a compensation for LAT’s damage resulting from Customer’s cancellation:

Cancellation received by LAT	Cancellation Fee (percentage of the training fee)
More than 61 days before Training starts	0 %
60 to 29 days before Training starts	50 %
Less than 29 days before Training starts	100 %

The Customer is entitled to pay a lower cancellation fee or to pay no cancellation fee at all if Customer is able to prove that a lower damage or no damage at all has occurred as a result from Customer’s cancellation.

- 3.3 LAT has the right to cancel Trainings as well as terminate the Agreement in whole or in part for any Trainee without refund at any time during a course according to the failure policy as defined in the applicable

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Operations Manual (e.g. disciplinary reasons, underperformance). The same applies if Trainee fails to observe safety and security regulations as laid down in Article 7.

- 3.4 Events due to force majeure such as war, natural disasters, earthquakes or industrial disputes which are unforeseeable, unavoidable and beyond the sphere of influence of LAT and for which LAT is not responsible shall release LAT for the duration of their effects from the duty of timely performance of the Training Services and/or the provision of the Facilities. Agreed delivery times shall be extended for the duration of the event and the effects thereof; the Customer shall be informed in an appropriate manner of the occurrence of such event and with regard to its repercussions. If the end of the event and its repercussions are not foreseeable or should it last longer than three (3) months either party shall be entitled to withdraw from the Agreement.

## **Article 4 - Remuneration**

- 4.1 On the basis of the remuneration agreed between LAT and Customer, Customer shall pay LAT for Training Services, effective on the day of commencement of Training Services unless otherwise agreed.
- 4.2 When the agreed period of Training Services has to be extended due to the late arrival of Trainee for reasons other than those stated in Article 8.1, the extra costs incurred shall be paid by the Customer.
- 4.3 All and any expenses incurred by LAT on behalf of the Customer and which are not included in the Agreement or the Offer, shall be for the account of the Customer and payable by the Customer in accordance with the payment terms of the Agreement or the Offer.
- 4.4 Without prejudice to the Customer's right to object to the invoice, LAT may charge interest, as from the due date of any payment at an interest rate of eight percentage points above the basic rate of interest per year, and may apply to Customer a reminder charge of 5 EUR.

## **Article 5 - Taxes**

- 5.1 With the exception of Value Added Tax (Mehrwertsteuer), which - if charged - shall be passed on to and shall be the responsibility of the Customer, any and all taxes, duties or other imposts levied on LAT by the authorities in Germany as a direct result of the Training Services shall be the responsibility of LAT.
- 5.2 Any taxes, duties and/or other imposts, which are not covered under Article 5.1 shall be borne by the Customer.

## **Article 6 - General Conduct**

Customer shall cause its Trainees and instructors to use their best efforts to apply at least the same rules and regulations in their conduct with LAT's chattel, simulators, property etc. as they would apply if the Training Services were conducted on the Customer's and/or Trainee's chattel, simulator, property etc.

## **Article 7 - Safety and Security**

- 7.1 Trainee has to follow the instructions of LAT's personnel at any time while obtaining Training Services.
- 7.2 LAT provides Customer with an orientation about safety and security at the LAT premises. Customer assures the information flow to all its instructors teaching on the training facilities at the LAT premises. Customer's instructors and its Trainees are responsible to enforce LAT's safety and security concept while conducting Training Services.
- 7.3 LAT provides such information in electronic or printed form.

## **Article 8 - Excusable Delay**

- 8.1 Neither LAT nor Customer shall be responsible for nor be deemed to be in default on account of delays in the performance of the Agreement or the Offer or these General Terms and Conditions regardless of how caused or motivated, due to acts of god, fire, explosion, war, riots, labour disputes, strikes, governmental regulation or any other causes beyond the parties' reasonable control and not due to their fault and negligence. Neither LAT nor Customer shall be charged with any liability for failure to perform the Agreement or the Offer or these General Terms and Conditions where the delay is the result of the foregoing excusable delays.
- 8.2 Either LAT or Customer shall give notice to the other of the commencement of an excusable delay immediately. Such notice shall state the nature of the delay and its expected duration, if possible.

## **Article 9 - Liability**

- 9.1 LAT shall be fully liable for injuries to life, body or health caused by negligent or intentional violation of obligations by LAT's vicarious agents and for damages, with regard to which liability arises under the German Product Liability Act, as well as for any damages caused by intentional or grossly negligent violations of LAT's contractual obligations or fraud by LAT's vicarious agents. Furthermore, LAT shall be liable for damages caused by slight negligence insofar as such negligence concerns contractual obligations the observance of which is essential for achieving the objectives of the Agreement (cardinal duties). LAT's liability for the violation of cardinal duties shall be limited to damages, which are typically connected to the Agreement and which are foreseeable. LAT shall not be liable for any other violations of secondary obligations caused by LAT's slight negligence.
- 9.2 LAT gives no guarantee or warranty to Customer that any person participating in any training will achieve any particular proficiency to qualify for any licence, certificate or rating issued by any regulatory agency or governmental authority and LAT shall not be responsible for the competence of any person trained.
- 9.3 Should any circumstances arise whereby through no fault of LAT it fails to provide to the Customer any service contemplated by the Agreement or the Offer or these General Terms and Conditions for reasons other than those referred to in paragraph 8.1 (Excusable Delay), then LAT's only liability to Customer shall be to grant to Customer (at no additional cost) the use of the Training Services and/or Facilities on alternative dates convenient to the Customer and/or Trainee when they might be available for such use.

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## **Article 10 - Insurance**

### 10.1 Personal Insurance

Customer shall maintain any and all insurances required for itself or its personnel or any Trainee registered by Customer including, but not limited to, insurance covering general liability, personal accidents, hospital care, etc.

### 10.2 Insurance covering damages to LAT's property

Customer shall maintain all insurances in respect of liability arising from loss of or damage to LAT's property.

### 10.3 Insurance during aircraft training on Customer's aircraft

Customer shall keep the aircraft used for aircraft flight training reasonably insured in advance for hull and liabilities prior to aircraft flight training.

The Customer shall provide LAT with a proper insurance certificate in English, evidencing such insurance. Such certificate shall state LAT as an additional insured under the Customer's policy and shall contain underwriter's waiver of all rights of subrogation.

### 10.4 Upon request Customer shall provide evidence of its insurance cover.

## **Article 11 – Documentation Copyright / Recordings**

11.1 The copyright of all Training Documentation remains with LAT and is not transferred to the Customer or Trainee. Neither Customer nor Trainee is permitted to make use of this Training Documentation for the benefit of third parties or to reproduce any Training Documentation for any reason without prior permission in writing from LAT.

11.2 Any Training Documentation is intended for training purposes only and may therefore only be used for training purposes during the course. It shall not be used for any other activity including, but not limited to, flight operations or aircraft maintenance by Customer or Trainee.

11.3 Photography as well as video and audio recording of any part of the Trainings Services or on LAT premises is not allowed without prior written consent of LAT.

## **Article 12 - Non-Disclosure**

12.1 All information and related documentation (including Training Documentation) given to the Customer and/or Trainee are for the use of the Customer and/or Trainee only and the Customer and/or Trainee shall not disclose any information or documentation to third parties without the prior written permission of LAT.

12.2 For the avoidance of doubt this Article 12 shall also not allow the Customer and/or Trainee to name LAT as a reference.

## **Article 13 – Modifications / Unenforceable Provisions**

13.2 No modification, alteration or waiver of any provision herein contained shall be binding unless evidenced in a written amendment signed by duly authorised representatives of LAT and Customer.

13.2 In the event that one or more of the provisions of the Agreement, the Offer and these General Terms and Conditions shall be determined to be invalid, unenforceable or illegal, such invalidity, unenforceability or illegality shall not affect any other provision of the Agreement, the Offer and these General Terms and Conditions.

## **Article 14 Assignment / Set-Off**

- 14.1 Customer may not assign its claims under the Agreement to any third party unless LAT consents in writing.
- 14.2 LAT may assign its claims for fees and remuneration to third parties without the Customer's consent.
- 14.3 The right to set-off is limited to undisputed claims or claims affirmed by legally binding judgements.

## **Article 15 - Governing Law / Jurisdiction**

- 15.1 The legal relationships between LAT and the Customer shall be governed by and constructed in accordance with the **laws of the Federal Republic of Germany** excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- 15.2 Exclusive place of jurisdiction is **Frankfurt am Main, Germany**. LAT is also entitled to file claims against the Customer at the Customer's general legal venue