

**GENERAL TERMS AND CONDITIONS**

**of**

**Lufthansa AviationTraining GmbH**  
**Zeppelinstraße 1-3**  
**85399 Hallbergmoos**  
**Germany**

**in respect of**

**Training Services**

## GENERAL TERMS AND CONDITIONS IN RESPECT OF TRAINING SERVICES

**Lufthansa Aviation Training GmbH** (hereinafter “LAT”) agrees to provide Customer (as defined below) with Training Services (as defined below) and facilities, located at Zeppelinstraße 1-3, 85399 Halbergmoos, Germany or any onsite training location, subject to the terms and conditions as hereinafter stated (the “General Terms and Conditions”).

**The provisions of these General Terms and Conditions are to govern any agreement between LAT and Customer and shall prevail over any terms put forward by Customer, unless LAT expressly agrees to them in writing. No conduct by LAT shall be deemed to constitute acceptance of any terms put forward by the Customer. No employee or agent of LAT has the authority to vary these terms orally. No addition to or variation of these terms is binding on LAT unless agreed in writing.**

### Article 1 - Definitions

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

LAT:	Lufthansa Aviation Training GmbH, a company existing under the laws of Germany, having its domicile at Zeppelinstraße 1-3, 85399 Halbergmoos, Germany
Customer:	The individual person or company requesting LAT to provide Training Services and/or facilities.
Offer:	An offer to Customer prepared by LAT with regard to Training Services and/or facilities.
Trainee or Trainees:	Any participant or participants registered in a Training Services course provided by LAT.
Prerequisites:	The minimum qualifications required by a Trainee to commence participation on designated Training Services as described in LAT’s operations manuals.
Training Services:	A detailed description of the courses and facilities as defined in an agreement (the “Agreement”) between LAT and the Customer.
Agreement:	An individual training agreement concluded as the “General Training Agreement” between LAT and Customer.
Operations Manual:	A detailed description of Training Services as contained in Operations Manual D of LAT or any of its affiliates.
Course Description:	An abbreviated description of the designated course defined in LAT’s Training Program.

## **Article 2 - Documentation and Copyright**

- 2.1 The copyright of all documentation produced by LAT for the purpose of Training Services and provided to Customer and/or Trainee(s) during the course is owned by LAT. 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.
- 2.2 Any documentation given 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.

## **Article 3 - Insurance**

### **3.1 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.

### **3.2 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.

### **3.3 Insurance during aircraft training on Customer's aircraft**

The 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.

## **Article 4 - Termination**

- 4.1 In the event of any default of Customer to comply with the terms of the Agreement or the Offer or these General Terms and Conditions, LAT shall give Customer reasonable time to cure such default upon written notice. If such default is not corrected or at least steps satisfactory to LAT are taken to correct such default within reasonable time, LAT shall have the right to terminate the Agreement or the Offer.  
This applies mutatis mutandis to the Customer. In any case LAT's liability is limited to the amount of the course fee pro rata temporis.

- 4.2 LAT has the right to terminate the training for any Trainee without refund at any time during a course according to the failure policy as defined in the applicable Operations Manual (e.g. disciplinary reasons, underperformance).

## **Article 5 - Excusable Delay**

- 5.1 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.
- 5.2 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 6 - Liability and Indemnity**

- 6.1 LAT shall only be liable for the following:
- 6.1.1 any liability accepted by LAT under the terms of Article 6.4 hereof,
  - 6.1.2 the death of or personal injury occurring to Trainee and
  - 6.1.3 any liability due to the gross negligence and wilful misconduct of LAT, its directors, employees, servants or agents.
- 6.2 Except as provided in Article 6.1 above, LAT shall have no liability to Customer and/or Trainee whether under the Agreement or the Offer or these General Terms and Conditions or otherwise and such liabilities as have been expressly accepted by LAT herein shall be in substitution for all warranties or obligations whether express or implied statutory or otherwise which might impose any liability on LAT, its directors, employees, servants or agents or any of them arising directly or indirectly out of or in connection with the Training Services or facilities provided or to be provided under the Agreement or the Offer or these General Terms and Conditions or otherwise whether or due to negligence, sole or contributory or other tortuous act or omission or breach of contract or statutory duty on behalf of LAT, its directors, employees, servants or agents or any of them which are hereby expressly excluded in so far as such exclusion is permissible in accordance with any applicable provisions of Swiss law enforced at the time being.
- UNDER NO CIRCUMSTANCES WHATSOEVER SHALL LAT, ITS DIRECTORS, EMPLOYEES, SERVANTS OR AGENTS BE LIABLE TO ANY PERSON FOR ANY REASON FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER INCLUDING BUT NOT LIMITED TO LOSS OF CONTRACTS, LOSS OF USE OR LOSS OF PROFITS.**
- 6.3 LAT gives no guarantee or warranty to Customer and/or Trainee 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.
- 6.4 Should any circumstances arise whereby through no deliberate 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 5.1 (Excusable Delay), then LAT's only liability to Customer and/or Trainee shall be to grant to Customer and/or Trainee (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.

- 6.5 Any express or implied condition, statement or warranty, statutory or otherwise, not stated herein is hereby excluded.
- 6.6 The Customer and/or Trainee hereby undertakes and agrees to indemnify and hold forever harmless LAT, its directors, employees, servants or agents from and against (and agrees that the Customer and/or Trainee will make no claim against LAT in respect of) any and all liabilities, actions, claims, proceedings, costs, losses, damages, charges and expenses of whatsoever nature) (but excluding Article 6.1) including but not limited to reasonable legal fees, costs which LAT and/or Customer and their respective directors, employees, servants or agents or any of them or Trainee may sustain, incur or pay arising directly or indirectly out of or in connection with the Training Services and facilities to be provided by LAT pursuant to the Agreement or the Offer or these General Terms and Conditions or otherwise.
- 6.7 The Customer and/or Trainee further undertakes and agrees to indemnify LAT against any loss or damage to the property belonging to LAT incurred as a result of any negligent act, omission or default of the Customer, its directors, employees, servants, agents or invitees and/or Trainee.

#### **Article 7 - Governing Law and Jurisdiction**

- 7.1 The Agreement, the Offer and these General Terms and Conditions between LAT and Customer and/or Trainee shall be governed by and constructed in accordance with the **laws of Germany**.
- 7.2 Exclusive place of jurisdiction is **Munich, Germany**.

#### **Article 8 - Remuneration**

- 8.1 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 in writing.
- 8.2 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 5.1, the extra costs incurred shall be paid by the Customer.
- 8.3 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.

#### **Article 9 - Payment**

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 10 - Taxes**

- 10.1 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.
- 10.2 Any taxes, duties and/or other imposts, which are not covered under Article 10.1 shall be borne by the Customer.

## **Article 11 - Non-Disclosure**

All information and related 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 undertake not to disclose any information to third parties without the prior written permission of LAT.

## **Article 12 - Safety and Security**

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

## **Article 13 - General Conduct**

Customer and/or Trainee agree to use their best efforts to procure that Trainees shall 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 14 - Non-Waiver and Modifications**

- 14.1 No waiver or any breach of any provision of the Agreement, the Offer and these General Terms and Conditions for Training Services shall constitute a waiver of any subsequent breach of the same or any other provision hereof and no waiver shall be effective unless made in writing and signed by LAT and Customer.
- 14.2 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.

## **Article 15 - Unenforceable Provisions**

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.

**These General Terms and Conditions are accepted and agreed by:**

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Customer

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Representative of Customer

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Title

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Signature

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Date