

# GENERAL TERMS AND CONDITIONS FOR TRAINING SERVICES

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Effective date: 2021-03-29

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Lufthansa Aviation Training GmbH, a company incorporated under German law, having its registered office at Suedallee 15, FOC, 85356 Munich-Airport, Germany (hereinafter "LAT") agrees to provide the Customer (as defined below) with Training Services (as defined below) and/or Training Facilities (as defined below) subject to the terms and conditions set forth below (hereinafter referred to as "General Terms and Conditions").

The Customer's general terms and conditions of purchase or business are herewith expressly rejected. The Customer's general terms and conditions of purchase or business shall also not apply if LAT provides Training Services and/or provides Training Facilities without reservation and with knowledge of contrary terms and conditions on the part of the Customer.

No ancillary agreements were made. Any amendments to these General Terms and Conditions shall be subject to written confirmation by LAT. This applies equally to the waiver of this written form clause. E-mails do not comply with this written form requirement.

## Article 1 - Definitions

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

|                                |   |
|--------------------------------|---|
| <b>Procedure Manual:</b>       | A detailed description of Training Services as contained in Operations Manual D and Maintenance Training Organization Exposition of LAT.  |
| <b>Facility:</b>               | A Training Facility operated by LAT or its subsidiaries.  |
| <b>Customer:</b>               | The legal or natural person who commissions LAT in accordance with the provision of Training Services and/or Training Facilities described in an offer.   |
| <b>Training Services:</b>      | Training services as defined in an offer.   |
| <b>Trainee:</b>                | One or more participant(s) registered in a Training Services course held by LAT.  |
| <b>Training Documentation:</b> | All documents and media provided by LAT to the Customer or Trainee while providing Training Services, including but not limited to handouts, manuals, presentations and Web Based Training courses. |
| <b>Agreement:</b>              | An agreement concluded on the basis of these General Terms and Conditions between the Customer and LAT.   |

## Article 2 – Conclusion of an Agreement

- 2.1 LAT shall provide the Training Services and/or provide the Facilities on the basis of an Agreement.
- 2.2 The basis for the conclusion of an Agreement is an Offer submitted to the Customer by LAT (hereinafter referred to as "Offer"). Unless stated otherwise in the Offer, Offers are non-binding and require confirmation.
- 2.3 An Agreement is concluded when the Customer accepts the Offer in writing (e-mail is sufficient) within a period stipulated in the attached Offer Documents and LAT confirms the Customer's acceptance of the Offer. The Customer's acceptance of the Offer must 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, the Customer may cancel Training 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 no cancellation fee at all if the Customer can prove that a lower damage or no damage at all has occurred as a result from Customer's cancellation.

- 3.3 LAT is entitled to cancel Training at any time during a course and to terminate an Agreement with a Trainee in whole or in part without replacement (e.g. for disciplinary reasons or for lack of performance), in accordance with the regulations relating to a failure to perform as set out in the relevant Procedure Manual. The same applies if the Trainee fails to observe safety and security regulations as specified 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 control of LAT and for which LAT bears no responsibility, this also includes a loss of trainer without replacement, release LAT from the obligation to provide the Training Services and/or make the Facilities available on time for the duration of the resulting effects. Agreed dates for the provision of services shall be postponed 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 corresponding 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, the 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 shall be for the account of the Customer and payable by the Customer in accordance with the payment terms of the Agreement.
- 4.4 Without prejudice to the Customer's right to object to the invoice, LAT may charge interest from the due date of a payment at an interest rate of eight percentage points above the basic rate of interest per year and may claim a reminder fee of EUR 5 from the Customer.

## Article 5 – Taxes

- 5.1 With the exception of value added tax (Mehrwertsteuer), which - if levied - shall be passed on to and borne by the Customer, all taxes, duties and other imposts charged by the German authorities to LAT in direct connection with the Training Services shall be borne by LAT.
- 5.2 Any taxes, duties and/or other imposts which are not covered by Article 5.1 shall be borne by the Customer.

## Article 6 – 14-day right of revocation

- 6.1 If the Customer is a consumer within the meaning of Article 13 of the German Civil Code (BGB), the following right of revocation applies.
- 6.2 Trainee registrations in open Training events can be revoked in text form within 14 days without giving reasons (BGB §355 and §312g). The period begins from the day of registration.
- 6.3 The revocation is to be addressed to: Lufthansa Aviation Training GmbH, e-Mail address: [ic-training@lat.dlh.de](mailto:ic-training@lat.dlh.de) or [hf-training@lat.dlh.de](mailto:hf-training@lat.dlh.de)
- 6.4 In the event of an effective revocation, payments received will be refunded to the Customer. The same means of payment that the Customer used for the original transaction shall be used for the refund.
- 6.5 The right of revocation expires prematurely if the Agreement has been completely fulfilled by both parties before the right of revocation has been exercised.

## Article 7 – General Conduct

The Customer shall ensure that its Trainees and instructors follow at least the same rules of care in handling simulators and other equipment owned by LAT as if the training services were performed with equipment owned by the Customer.

## Article 8 – Safety and Security

- 8.1 The Trainee has to follow the instructions of LAT's personnel at any time while obtaining Training Services.
- 8.2 LAT provides the Customer with an orientation about safety and security at the LAT premises. The Customer ensures the information flow to all its instructors teaching at the Training Facilities on the LAT premises. The Customer's instructors and its Trainees are responsible for enforcing LAT's safety and security concept while conducting the Training Services.
- 8.3 LAT provides such information in electronic or printed form.

## **Article 9 – Excusable Delay**

- 9.1 Neither LAT nor the Customer shall be liable, regardless of cause or reason, for any delay in performance of the obligations under the Agreement due to force majeure, fire, explosion, war, riot, labor dispute, strike, governmental regulation, or any other cause reasonably beyond the control of the parties and not due to their fault or negligence, and neither LAT nor the Customer shall be liable for any delay arising from such causes. Neither LAT nor the Customer shall be liable for any failure to perform if the delay arises as a result of the aforementioned delays for which LAT is not responsible.
- 9.2 Either LAT or Customer shall inform the other party immediately of the commencement of an excusable delay. The appropriate notification shall specify the nature of the delay and, if possible, the expected duration of the delay.

## **Article 10 – Liability**

- 10.1 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 foreseeable damage usually associated with the Agreement. LAT shall not be liable for any other violations of secondary obligations caused by LAT's slight negligence.
- 10.2 LAT makes no guarantee or warranty to Customer that Trainees will acquire any particular proficiency to qualify for any license, certificate or rating issued by any regulatory agency or governmental authority and LAT shall not be responsible for the competence of any participating individual.
- 10.3 If circumstances arise in which LAT, through no fault of its own, fails to provide intended services to the Customer for reasons other than those set forth in Article 8.1 (Undue Delay), LAT's liability to the Customer shall be solely to provide the Customer (at no additional cost) with the use of the Training Services and/or the use of the Facilities on alternative dates convenient to the Customer and/or the Trainee when they are available for such use.

## **Article 11 – Insurance**

### **11.1 Personal Insurance**

The Customer shall take out 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 and accidents.

### **11.2 Insurance covering damages to LAT's property**

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

11.3 Insurance for aircraft training on Customer's aircraft

Prior to the commencement of flight training, the Customer shall ensure that adequate insurance coverage against hull damage and liability claims exists for the aircraft used for training flights. The Customer shall provide LAT with a proper insurance certificate in English, evidencing such insurance. Such certificate of insurance must state LAT as an additional insured person under the Customer's policy and must contain the underwriter's waiver of any rights of subrogation.

11.4 The Customer must provide proof of existing insurance coverage upon request.

## **Article 12 – Documentation Copyright / Recordings**

12.1 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.

12.2 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.

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

## **Article 13 – Non-Disclosure**

13.1 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.

13.2 To clarify: In accordance with this Article 12, the Customer and/or Trainee is also not permitted to name LAT as a reference.

## **Article 14 – Modifications / Unenforceable Provisions**

14.1 No modification, amendment or waiver with respect to any provision contained in these Terms shall be valid unless evidenced by a written amendment signed by a duly authorized representative of LAT and the Customer. This written form requirement may only be deviated from on the basis of a written agreement between the parties.

14.2 If one or more provisions of these General Terms and Conditions are declared invalid, unenforceable or illegal, the remaining provisions of these General Terms and Conditions shall not be affected.

## Article 15 – Assignment / Set-Off

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

## Article 16 - Data protection

- 16.1 LAT uses the personal data provided by the Customer for the purpose of processing the Agreement or registration (e.g. name, address, payment data) exclusively for the purpose of fulfilling and processing the Agreement. Customer data will not be passed on to third parties except for the purpose of executing the agreement.
- 16.2 With the complete settlement of the Agreement, which includes the full payment of the agreed remuneration, the Customer data shall be deleted, unless storage is necessary for legal reasons, provided the Customer has expressly consented to further processing and use of the Customer data.
- 16.3 At any time and without charge, the Customer may have the stored data queried, changed or deleted by LAT. Any consent given can be revoked at any time.
- 16.4 More details can be found at <https://www.lufthansa-aviation-training.com/privacy-policy>

## Article 17 – Applicable Law / Place of jurisdiction

- 17.1 The legal relationships between LAT and the Customer shall be governed by **the laws of the Federal Republic of Germany** to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 17.2 Exclusive place of jurisdiction is **Frankfurt am Main, Germany**. LAT shall also be entitled to assert claims against the Customer at the Customer's general place of jurisdiction.