



General Terms & Conditions of Lufthansa Technical Training GmbH for Seminars ("GTCS")

1. Scope of Application

- 1.1 These *General Terms & Conditions of Lufthansa Technical Training GmbH for Seminars* (hereinafter referred to as "*GTCS*") apply to all agreements between Lufthansa Technical Training GmbH (hereinafter referred to as "*LTT*") and a customer for seminars, training courses, and other training and advanced training events (hereinafter referred to as "*Seminars*"), for the provision of training media for self-study (hereinafter referred to as "*Training Media*") as well as for the participation in web-based training courses (hereinafter referred to as "*Web-based Training Courses*") and are part of all related offers. The GTCS of LTT apply exclusively and they also apply for all future related agreements with the customer.
- 1.2 General terms & conditions of customers that contradict to or differ from these GTCS shall not become applicable unless LTT has expressly agreed in writing to their application.
- 1.3 Individual agreements made with the customer in single cases (including collateral agreements, supplements, and amendments) shall take precedence over these GTCS. Subject to proof to the contrary, a written agreement or the written confirmation of LTT shall be authoritative for the content of those types of agreements.

2. Information, Advice, Changes

- 2.1 Information and advice provided in connection with Seminars, Training Media, and Web-based Training Courses shall be provided on the basis of the previous experience of LTT. Insofar as LTT provides such information or acts in an advisory capacity and such information or advice is not part of the contractually agreed scope of services expressly owed by LTT, it shall be provided free of charge and to the exclusion of any liability whatsoever.
- 2.2 Unless expressly agreed, LTT does not assume any obligation to precisely comply with such general information, data and/or content. In particular, such statements and presentations shall not be deemed to be guaranteed characteristics.

3. Offer, Registration, Conclusion of Agreement

- 3.1 For services requested from LTT regarding Seminars, Training Media, and Web-based Training Courses, the customer shall receive an offer, including specific statements of work.
- 3.2 The agreement shall be concluded through the customer's acceptance of such an offer (registration for Seminars, acquisition of Training Media, registration for Web-based Training Courses) on the basis of such statements of work. The customer shall give notice of acceptance by mail, by fax, by e-mail, or through the LTT website.
- 3.3 LTT shall provide the customer with a confirmation of the conclusion of the agreement.
- 3.4 If the customer's acceptance of the offer deviates from the content of the offer made by LTT, such acceptance shall be considered to be a new offer made to LTT. In this case, the contract shall only be concluded upon LTT's express confirmation of such (deviating) order.



4. Content of Services, Retention of Title

- 4.1 Except as otherwise stipulated in the statements of work or in individual agreements, the services of LTT shall include:
- for Seminars - the execution of the course, the provision of the required learning materials in digital and/or print form at the discretion of LTT, and the use of suitable premises as well as technical facilities of LTT necessary for this purpose, unless provided by the customer in accordance with Section 7.4;
 - for Training Media - the provision of learning materials for self-study;
 - for Web-based Training Courses - the provision of the agreed number of access codes for individual use.
- 4.2 Provided it appears necessary or reasonable for professional reasons (in particular technical or regulatory updates, advancement, and didactic optimization) and the core of the agreed service is not fundamentally changed, LTT reserves the right, even after conclusion of the agreement, to make changes to the didactic content and organization of the service without the consent of the customer.
- 4.3 The notification of the appointed instructors shall be non-binding. LTT shall be entitled to replace announced instructors with equally qualified instructors as well as to make changes to the organizational structure, the place, and/or the date or time of the execution of Seminars if these changes are made for objective reasons and the impact on the customer or participants of the Seminar is reasonable.
- 4.4 Seminars are designed for and limited to the maximum number of participants specified in the statement of work. Beyond that number, additional participants can only be allowed after a review of the individual case and with prior written authorization by LTT before the start of the Seminar, without any entitlement to such consent.
- 4.5 Title to all supplied Training Media and other training materials shall remain with LTT until full payment of the claims related hereto has been affected.

5. Withdrawal from the Agreement for a Seminar by the Customer, Substitute Participants, Termination

- 5.1 The customer shall be entitled to withdraw from the agreement entirely or for individual participants by means of a notice in written text form at any time. In this respect, the failure of a registered participant to attend the Seminar shall be equivalent to a withdrawal on the day of the Seminar.
- 5.2 Should the notice of withdrawal be received at least 42 days before the start of the Seminar, LTT will reimburse any participation fee already paid in full or will not charge any participation fee. If the notice of withdrawal is received 30 to 41 days before the start of the Seminar, 25% of the participation fee is to be paid. If the notice of withdrawal is received 15 to 29 days before the start of the Seminar, 50% of the participation fee is to be paid. The full participation fee remains payable if the notice of withdrawal is received within 14 days before the start of the Seminar as well as in the event of failure to attend. The customer retains the right to prove that LTT incurred no or a lesser damage due to the withdrawal.
- 5.3 In the event of a withdrawal, the customer shall not be entitled to demand a transfer to an alternative Seminar, unless otherwise agreed in writing.
- 5.4 The customer shall be entitled to designate a substitute participant any time before the start of the Seminar without any additional costs – such procedure shall not constitute a withdrawal.



5.5 The customer's right to termination for cause remains unaffected.

6. Seminar Cancellation by LTT, Termination

6.1 LTT reserves the right to cancel Seminars (withdrawal from the agreement) due to circumstances beyond its control (force majeure) or due to the unforeseen short-term illness of the instructor.

6.2 Furthermore, LTT shall be entitled to cancel a Seminar (withdrawal from the agreement) if the minimum number of participants specified in the statement of work (including registrations withdrawn within the last 14 days before the date of the Seminar) is not reached by the seventh day before the start of the Seminar the latest.

6.3 In any case, LTT strives to give notice of a cancellation as early as possible.

6.4 In the event of a Seminar cancellation, LTT will try to offer the customer an alternative date for a Seminar. Any payments made by the customer will be credited to the alternative seminar if the customer agrees to the offered transfer.

6.5 In the event of a Seminar cancellation by LTT pursuant to Sections 6.1 and 6.2, all of the participation fees already paid by the customer shall be refunded in full, provided that there is no transfer to an alternative seminar. In addition, any further claims of the customer against LTT, in particular claims for damages or reimbursement of expenses, shall be excluded.

6.6 LTT's right to termination for cause remains unaffected.

7. Responsibilities of the Participant/Customer

7.1 Seminars, Training Media and Web-based Training Courses are designed in a way so that an attentive participant can achieve the educational objective. However, LTT shall not be responsible for a learning success and the achievement of a specific individual performance level.

7.2 If a test is required in order to successfully complete a Seminar and/or Web-based Training Course, the test shall be carried out in accordance with the applicable provisions of LTT as well as in accordance with the applicable statutory provisions and official regulations. LTT shall not be responsible for ensuring that a participant passes the test. If a participant fails the first test of a Seminar, costs and fees will be charged for any desired repeated tests, repeated Seminars, and/or other required Seminars. LTT will specify the corresponding costs and fees upon request.

7.3 The customer of a Seminar and/or Web-based Training Course shall be responsible for meeting the customer requirements in accordance with the statement of work. In addition, the customer shall ensure that the participants of a Seminar and/or Web-based Training Course nominated by the customer meet the participants' requirements in accordance with the statement of work.

7.4 If at the request of the customer the parties have agreed on a place of performance for the service other than an establishment of LTT, the customer shall be responsible for providing the infrastructure required for the performance of the service (in particular training resources, hardware and operating systems, web browsers, and any other software required for the services of LTT on the customer's hardware as well as a web access). In addition, the customer shall provide appropriate support for the application for any visa required and/or procurement of other access requirements for the instructors of LTT. The premises provided by the customer or on the customer's behalf must meet the minimum requirements of the EASA. In



such a case LTT, will communicate those minimum requirements to the customer – the customer undertakes to ensure these minimum requirements.

- 7.5 Any computer use by the customer and the participants nominated by the customer that compromise the security of LTT's IT network or violate legal regulations is prohibited. The customer shall inform the participants nominated by the customer of the prohibition specified above.
- 7.6 The customer shall inform the participants of a Seminar nominated by the customer that it is prohibited to use their own data storage media or software on LTT data processing equipment or to install their own software on LTT data processing equipment. In case of non-observance, LTT reserves the right to exclude the participant from the Seminar and to raise claims for damage compensation.
- 7.7 For officially approved or otherwise certified Seminars held on the customer's premises, the customer shall ensure that the auditors of the competent aviation authorities or certification bodies are granted unrestricted access to all of the customer's relevant training facilities when required.
- 7.8 Seminars involving practical training on aircraft and/or aeronautical equipment and installations to be provided by LTT are subject to the actual availability of such training resources. Despite careful planning and many years of experience, due to the particularities of the aviation business the availability of an aircraft or other practical training resources for training purposes cannot be guaranteed in every case. If a Seminar cannot be held as intended due to the unforeseeable unavailability of such practical training resources, LTT will arrange for a new date for the Seminar with the customer which shall be as close as possible to the originally planned date. Any additional training days required in this context will be free of charge for the customer. However, any additional travel and accommodation expenses incurred by the participants will not be reimbursed.
- 7.9 Seminars held on the customer's premises involving practical training on aircraft and/or aeronautical equipment and installations to be provided by the customer shall be arranged by the customer according to the schedule set by LTT. If the training must be relocated or extended due to insufficient availability of these practical training resources, the customer shall bear any additional costs incurred by LTT in this regard.
- 7.10 In addition, the separate arrangements of the parties within the framework of the *Gesonderte Pflichten-, Haftungs- und Freihaltungsvereinbarung für praktische Schulungen / Special Responsibility, Liability and Indemnification Agreement for Practical Training* shall apply with regard to LTT's liability and exemption from liability for Seminars involving practical training on aircraft and/or aeronautical equipment and resources to be provided by customer.

8. Terms & conditions of payment

- 8.1 The participation fee for Seminars including the value-added tax or similar tax on value or turnover stated on the invoice shall be due in full within 30 days after receipt of the invoice but at the latest 14 days before the start of the Seminar. In the event of short-notice Seminar registrations, i.e. registrations carried out less than 14 days before the start of the Seminar, the participation fee shall be due on the first day of the Seminar at the latest.
- 8.2 For all other services of LTT, the invoice amount including the stated statutory value-added tax or similar tax on value or turnover shall be paid in full within 30 days after receipt of the invoice.



- 8.3 For Seminars, learning materials provided by LTT as well as the use of computers are included in the participation fee. The participation fee however does not include any other expenses of the participant (in particular meals, travel, accommodation, ground transport, daily allowance, visa, airport passes, field authorizations, and security checks including any administration required by LTT in this regard) as well as any other expenses of the stay – these shall be borne by the customer or the participant on its own.
- 8.4 If, at the request of the customer, the Seminar is not held at an LTT location, the customer shall bear the resulting additional costs for the deployed LTT personnel (in particular meals, travel, accommodation, travel time, ground transport, daily allowance, visa, airport passes, field authorizations, and security checks, among other things) as described in further detail in LTT's statement of work or, if the costs are not specified in further detail therein, at least to a reasonable extent.
- 8.5 The place of performance for the customer's payment obligation shall be Hamburg, Germany.
- 8.6 If the customer defaults in payment, LTT shall be entitled to charge default interest in the amount of 9 percentage points above the current basic interest rate of the European Central Bank. The assertion of further claims for damages remains expressly reserved.
- 8.7 Offsetting with counterclaims that are not recognized, undisputed, or conclusively determined without further recourse as well as the exercising of rights to refuse performance and rights of retention against LTT are excluded.

9. Copyrights and rights of use

- 9.1 Unless otherwise expressly agreed in writing between the customer and LTT or designated on the basis of mandatory statutory provisions, all rights to and in connection with the services of LTT, regardless of their type, shall remain with LTT or their respective licensors. This applies in particular for the translation, duplication, dissemination, or public reproduction and other use of learning materials and teaching concepts.
- 9.2 Live audio or video recording of Seminars and Web-based Training Courses is prohibited. The auxiliary materials provided by LTT are only permitted to be used for the duration and the purpose of the Seminar exclusively. The software provided by LTT is not permitted to be copied from the data storage media of LTT nor to be removed from the seminar room.
- 9.3 Learning materials provided within the framework of Seminars as well as Training Media or access codes to Training Media are permitted to be used for the purposes of the training and education of the customer or of participants nominated by the customer exclusively and are not permitted to be provided to third parties.
- 9.4 The provision of an access code to Web-based Training Courses authorizes the customer or the participants nominated by the customer, for whom the education and training are intended for, to individual participation in the respective Web-based Training Course for a period of three months starting from LTT's receipt of the full invoice amount. Both, the customer and the participants nominated by the customer are not permitted to disclose such access codes to any third parties.
- 9.5 Third parties within the meaning of this Section 9 also include any companies affiliated with the customer as defined by Sections 15 ff. of the German Stock Corporation Act and their employees.
- 9.6 Copyright notices or trademarks in the learning materials and presentation materials are not permitted to be removed or destroyed.



9.7 The customer shall instruct the participants nominated by the customer about the provisions and restrictions of Sections 9.1 to 9.6 above.

10. Exclusion of services

10.1 LTT has the right to exclude participants from further participation in the event of willful or grossly negligent breach of participant obligations that are paramount to the execution of a Seminar or Web-based Training Course. The same applies in the event of negligent breaches if these continue even after the participant has been warned about them.

10.2 In the event of an exclusion, LTT expressly reserves the right to assert claims for damages. In the event of an exclusion, the customer shall not be entitled to any refund of participation fees that have already been paid.

11. Warranty and liability

11.1 LTT only bears a warranty obligation with regard to the supply of Training Media and in case of defects this obligation is limited to repair or subsequent delivery at the choice of LTT. In case the repair or subsequent delivery fails, the customer is permitted to reduce the purchase price or withdraw from the purchase at the customer's choice. Section 11.2 applies to warranty claims for defects which are aiming for compensation for damages.

11.2 In cases of negligence or willful misconduct, the liability of LTT for damage compensation, regardless of the legal basis, is limited in accordance with the following provisions:

LTT shall not be liable in the event of ordinary negligence on the part of its bodies, legal representatives, employees, or other auxiliary agents unless it involves a breach of an essential contractual obligation. In particular, essential obligations are those obligations whose fulfillment enables the agreement to be properly executed at all and which the customer regularly expects and can legitimately expect to be observed.

Where LTT is liable for damage compensation on the merits in accordance with the paragraph above, this liability shall be limited to damages that LTT foresaw or would have had to have foreseen as a potential consequence of a breach of agreement by exercising due diligence. In addition, indirect damages and consequential damages resulting from defects pursuant to Section 11.1 are only eligible for compensation as far as such damages can typically be expected with the proper use of the Training Media.

In the event of liability for ordinary negligence, the obligation to pay compensation for property damage and financial losses is limited to an amount of EUR 500,000.00 per damage event, even if it involves a breach of essential contractual obligations.

In the event that a loss of the customer's data has been caused by Training Media, LTT shall only be liable for the expense necessary to reproduce the data when the customer had properly backed up the data.

11.3 Damage compensation claims against LTT shall expire within one year starting from the point in time when the customer became aware of the circumstances giving rise to the claim or would have had to have become aware of them without gross negligence.

11.4 The exclusions and restrictions of liability specified above apply to the same extent to the benefit of our corporate bodies, legal representatives, employees, and other auxiliary agents.

11.5 The restrictions of this Section 11 shall not apply to the liability of LTT for willful acts, to guaranteed performance characteristics, to injury to life, body, or health, or in accordance with the German Product Liability Act.



12. Confidentiality/data privacy

- 12.1 Unless expressly otherwise agreed in writing, the information submitted to LTT within the context of the conclusion of an agreement shall not be considered confidential unless it is apparently confidential.
- 12.2 LTT takes its customers' data privacy very seriously and meets the relevant applicable requirements to their full extent (namely the European Union General Data Protection Regulation [EU GDPR] and the German Federal Data Protection Act 2018). The relevant data protection information of LTT will be made available to each participant in LTT's Seminars (Articles 13, 14 of the EU GDPR). In addition, the relevant data protection information of LTT is available on the website <https://www.ltt.aero/en/legal-terms>.

13. Final provisions

- 13.1 Place of performance for all obligations arising from the contractual relationship under these GTCS is the location of the registered office of LTT.
- 13.2 The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the referral provisions of German international private law.
- 13.3 If the customer is a merchant, a legal person under public law, or a special fund under public law or if the customer does not have a general place of venue in the Federal Republic of Germany then the place of venue for any and all disputes arising from the business relationship between LTT and the customer shall be either the registered office of LTT or the registered office of the customer, at the choice of LTT. However, the registered office of LTT shall be the exclusive place of venue in cases of legal actions against LTT. Mandatory statutory provisions regarding exclusive places of venue shall remain unaffected by this provision.
- 13.4 In case individual provisions of these GTCS are invalid, this shall not affect the validity of the remaining provisions. In cases where the agreement or these GTCS contain loopholes, it is agreed that these loopholes shall be filled by the legally effective provisions that the parties to the agreement would have agreed to according to the economic objectives of the agreement and the purpose of these GTCS, had the parties known about the loopholes.
- 13.5 In the event of discrepancies between the German and English version of these GTCS, the German version shall prevail.

Lufthansa Technical Training GmbH

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