

General Terms and Conditions for Training Services

1. General

- 1.1. These General Terms and Conditions for Training Services (GTCTS) apply to all customer Orders and Agreements on training courses and related events and services (hereinafter: Service), on the supply of training media for self-study (hereinafter: Training Media) and on the participation in web-based training (hereinafter: Online Training) of Vector Aero GmbH, Maintenance Training Organization, EASA approval No.: DE.147.0029 (hereinafter: Vector Aero). Deviations from these General Terms and Conditions need to be agreed upon in writing.
- 1.2. The Customers within the meaning of these General Terms and Conditions are entrepreneurs (according to section 14 of the German Civil Code - BGB -) making use of the services of Vector Aero in the course of their business activities (hereinafter: Customers). Conflicting or deviating from general terms and conditions of the Customer shall not apply, even if Vector Aero did not object to them when the Agreement was concluded.

2. Offer and Conclusion of Agreement

- 2.1. For all services provided by Vector Aero, upon receipt of the service request and preliminary negotiations, the Customer will receive a Service Offer package. The Service Offer package will contain (a) an Offer, (b) a Service description, (c) an Order form, (d) a Registration of Participants form, and (e) General Terms and Conditions for Training Services as Agreement documentation. The acceptance of the Offer is affected by returning to Vector Aero a duly signed both Order and Registration of Participants forms with all relevant information. The Agreement shall only be concluded upon written confirmation by Vector Aero.

3. Termination of the Agreement by Customer

- 3.1. The Customer may terminate the Agreement without any cancellation fee by written notice latest 35 days before the course start date. The termination notice may be made with respect to the entire Agreement or to individual participants. If the Customer terminates the Agreement later than 35 days before the course start date, Vector Aero may, at its sole discretion, charge cancellation fees as stated in the table below:

Full days between receipt of cancellation notice and course start	Cancellation fee in % of the pro rata Agreement price
0-14	100%
15-21	75 %
22-28	50 %
30-35	25 %
35	None

- 3.2. Any costs incurred by Vector Aero in preparation for the agreed service will be charged to the Customer but will be limited to a maximum of the Agreement price minus any applicable cancellation fee.

4. Delay of the Course

- 4.1. If, due to force majeure or other reasons beyond Vector Aero's reasonable control, the course cannot be performed at the agreed date or only be performed with unreasonable economic effort, then the course will be performed on the next possible date agreed. The same applies in the case of the illness of a trainer.
- 4.2. The Customer may terminate the Agreement without any cancellation charge if, due to the delay, the service is no longer of interest to the Customer. In case of such termination, any fees paid by the Customer will be refunded. Any other claims shall be excluded.

5. Termination of Agreement by Vector Aero

- 5.1. Should the minimum number of participants required for a particular training program, as outlined by Vector Aero, fail to be met, Vector Aero retain the right to terminate the Agreement.
- 5.2. In such case, the Customer will be notified two weeks before the course start date at the latest. Any training fees paid by the Customer will be refunded. Any other claims shall be excluded. The same shall apply in case the training cannot be performed due to force majeure or other reasons for which Vector Aero is not responsible. Notification will be made without undue delay.

6. Performance

- 6.1. The Customer is responsible for compliance with any requirements for participants' qualifications. The requirements for participation as set forth in the training programs shall apply. A replacement of trainees is acceptable. Training will generally take place at Vector Aero's training premises. In case another training location is agreed upon, the Customer will be responsible for procuring an adequate training infrastructure in the Agreement with Vector Aero.
- 6.2. Daily schedules of training will correspond with the customary working hours at Vector Aero. Vector Aero is responsible for performing the training. Vector Aero reserves the right to let the training be partly or wholly performed by duly qualified third parties in Vector Aero's name. Certification will normally be provided by Vector Aero, however, it may be provided by such third Party otherwise.
- 6.3. Vector Aero shall have the right to replace the envisaged lecturer with an equally qualified lecturer and to change the training site and/or date even at short notice if this is due to a material cause and provided that this is acceptable for the Customer.
- 6.4. Vector Aero reserves the right to change and/or amend the content of Seminars, Training, Media or Online Training without seeking the Customer's consent even after a Customer contract has been concluded in case this is deemed necessary for technical reasons, such as technical or regulatory updates, further development and/or didactic improvement, and provided that the scope of Vector Aero's services does not materially change.
- 6.5. If a successful completion of the training requires any exam, the exam will be made according to the applicable Vector Aero rules unless otherwise agreed. Vector Aero does not warrant that the participant will reach the intended training level, nor does Vector Aero warrant that a participant will pass the exam.
- 6.6. Unless otherwise agreed, Training Media shall be provided to the Customer in digital and/or hard copy format.

- 6.7. In the event of Online Training, the agreed number of access codes for individual use shall be made available to the Customer for participation in such training.

7. Standard of Services

- 7.1. The services shall be performed in accordance with (a) Vector Aero's working methods and procedures based upon manufacturer's manuals, (b) approved Standards, (c) the current version of Vector Aero's Maintenance Training Organization Exposition and (d) the current rules and regulations of the EASA and the German Federal Aviation Office (Luftfahrt-Bundesamt), as applicable.

8. Prices, Terms of Payment

- 8.1. In the event of training, the services are specified in the training description, which is the basis for the Agreement. The applicable price(s) for the requested training is(are) outlined in the Offer form and in Training Service Agreement, whenever applicable.
- 8.2. The agreed total price for Training courses shall be due upon receipt of an invoice and payable without deductions and plus applicable statutory VAT no later than fourteen (14) days prior to the beginning of the training. For training registrations at short notice, i.e. in case of registrations made less than fourteen (14) days before the training, the course fee shall be paid no later than on the first day of the event.
- 8.3. For all other services of Vector Aero, payment must be made within thirty (30) days of receiving the invoice, with no deductions and inclusive of any applicable statutory VAT.
- 8.4. An invoice will be issued upon receipt of the signed Order or the Training Service Agreement, whenever applicable. Vector Aero may send invoices in a pdf format by email, in which case the date of sending the email is deemed the date of the invoice.
- 8.5. Payment shall be made in the invoiced currency by wire transfer to the bank account as specified in the invoice.
- 8.6. The Customer shall make all payments to Vector Aero by wire transfer to Vector Aero's account at:

Deutsche Bank AG
Postfach 110721,
10837 Berlin, Germany
BIC (SWIFT): DEUTDE8LXXX
IBAN: DE11 8607 0000 0194 7852 00
(According to the invoiced currency).

All payments shall be made in full without any deduction, defence, set-off, counterclaim, recoupment or other right of any kind or for any other circumstance.

- 8.7. If the Customer fails to make payment on the due date, the Customer shall pay interest on the overdue amounts from the due date to the date of payment in full at a monthly rate of 1%. Payment of default interest shall not release the Customer from paying the sums due under the terms of the Agreement.
- 8.8. Taxes, withholding taxes, duties, dues, fees and the like, which are levied at Vector Aero expense in connection with the Agreement, but not income taxes, shall be borne by the Customer. VAT and the like shall be charged to the Customer if applicable.

9. Travel, Accommodation & Insurance

- 9.1. Vector Aero will not bear any of the participant's travel expenses in case the training, at the request of the Customer, does not take place at Vector Aero training premises.

- 9.2. The Customer shall bear the travel costs for the instructor in terms of travel, such as time, daily expenses, booked ticket in economy class in Europe and business class for travel outside Europe, accommodation in a 4-star hotel or similar standard, rental car for local transportation and any other reasonable costs associated with the course (e.g. freight costs). If Vector Aero provides above stated items, they will be additionally invoiced with an administration fee of 10% markup.
- 9.3. The Customer is responsible for the participant's health and accident insurance. Any additional insurance provided by Vector Aero requires a separate agreement and will be billed separately.

10. Liability

- 10.1. Vector Aero shall not be liable for any kind of damage arising directly or indirectly out of or in connection with the performance or non-performance of the training unless such damages have been caused by the gross negligence or intent of Vector Aero or its directors, officers, employees and agents. The Customer shall abide by the relevant safety and accident prevention rules applicable for training within Vector Aero and its affiliates.
- 10.2. Customer shall be liable for any kind of damage to and / or loss of property (including any aircraft), for which Customer, its officers, employees, agents or the training participants registered by Customer are responsible. Customer will hold harmless and indemnify Vector Aero from and against any claims brought by third parties in connection with this Agreement unless such claims are due to Vector Aero's gross negligence or intent.

11. Copyright on Training Manuals and -Software

- 11.1. Customer and training participants may not copy licensed material or make it accessible to third parties without Vector Aero's prior written consent. "Licensed material" is any kind of Vector Aero training documentation and online training media made available.

12. Force Majeure

- 12.1. Save that all payments must be made on time. In other cases, no delay or failure to perform by either Party shall give rise to any claim for any losses, including anticipated profits, if caused by Force Majeure.
- 12.2. "Force Majeure" means an occurrence beyond the control and without fault or negligence of the Party affected and which the Party cannot prevent or provide against by exercising reasonable diligence. It includes an act of God or public enemy, expropriation or confiscation of facilities, any form of Government intervention, hostilities, rebellion, terrorist activity, a local, national or regional emergency, sabotage, riots, floods, unusually severe weather conditions which could not reasonably be anticipated, fires, explosions or other catastrophes, strikes or any other concerted act of workmen or other similar occurrences.
- 12.3. If any delay or failure in performance caused by Force Majeure continues for seven (7) days or more, either Party may terminate the Agreement by giving Seven (7) Day notice in writing.

13. Unenforceability

- 13.1. If any term in the Agreement or these GTCTS is ineffective, this shall not affect the validity of the remaining terms. The parties agree to replace ineffective terms with new ones which are consistent as far as possible with the economic objectives of the Agreement.

14. Confidentiality

- 14.1. Information contained in Vector Aero's Offers and/or Agreements is intended for exclusive use by the Customer. Any distribution, copying, publicizing or other disclosure to third parties without the prior written consent of Vector Aero is prohibited.
- 14.2. Vector Aero will treat any information about training participants and/or any internal business information of Customer as confidential.

15. Transferring Rights

- 15.1. Neither Party may transfer any of its rights or obligations under these GTCTS to any third party unless (a) stated otherwise in these GTCTS or (b) the other Party agrees beforehand in writing.

16. Applicable Law, Place of Jurisdiction

- 16.1. Any Training Service Agreement, including these GTCTS, shall be construed in accordance with and governed by the laws of Germany. The exclusive place of jurisdiction shall be Leipzig.

17. International Trade Regulations

- 17.1. The scope of services covered under this Agreement may be subject to international trade regulations and subject to relevant government authorization(s). The Parties agree to comply with all export laws, regulations and orders imposed by the United States of America and any other jurisdictions to the extent applicable to any activity conducted in furtherance of this Agreement.
- 17.2. The Parties shall not sell, lease, trade, transfer, (re-)export or otherwise dispose of any good or service (including its technical documentation, technology or know-how) provided under this Agreement to any country, company or individual without the necessary government authorization or license required by laws and regulations. In case the issuance of required licenses is denied or delayed for any reason, Vector Aero reserves the right to exclude the relevant service/trainees from the scope.
- 17.3. The exchange of information pursuant to this Agreement is subject to compliance with relevant domestic and foreign trade regulations before the course start date. Each Party shall be responsible for obtaining any necessary disclosure required by the respective responsible government, including disclosure to foreign nationals located within a facility of a Party hereto, as the case may be.