

# **General Terms and Conditions (AGB) of AeroTechnical Consulting & Coaching GmbH & Co.KG (ATCC)**

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## **§ 1 Scope**

1.1 All services of ATCC are provided solely on the basis of these AGB.

1.2 Any conditions deviating from these AGB, including any deviating conditions in the General Terms and Conditions of the contractual partner, have no validity.

1.3 Deviations or supplements as well as additional agreements reached by telephone, orally or in any other way are only effective if confirmed in writing by ATCC.

1.4 The customer accepts the following AGB of ATCC as being binding for him when accepting the offer.

## **§ 2 Offer**

2.1 The customer will receive a written offer for each training course provided by ATCC. This offer will contain a description of the training course and the registration document.

2.2 The customer accepts the offer by affixing his legally binding signature to the registration document and returning it to ATCC.

2.3 The contract is brought about when ATCC confirms the registration documents signed by the customer with legally binding effect.

## **§ 3 Cancellation of contract by customer**

3.1 The customer is entitled to withdraw from the contract in writing either completely or as regards individual participants.

3.2 Cancellation as regards individual participants is free of charge as long as the customer can name a replacement. In this case, any course fees already paid will be refunded

3.3 Should the customer lose interest in the service due to ATCC postponing the date or changing the location, the withdrawal from the contract is free of charge.

3.4 Should the contract be cancelled between 35 and 25 days before the training course commences, 25% of the course fees are due.

Should the contract be cancelled between 24 and 14 days before the training course commences, 50% of the course fees are due.

Should the contract be cancelled between 13 and 3 days before the training course commences, 75% of the course fees are due.

Should the contract be cancelled within 2 days before the training course commences or should the participant not appear, 100% of the course fees are due.

3.5 The authoritative date for the cancellations fees due is the date the written contract cancellation is received by ATCC.

## **§ 4 Cancellation of contract by ATCC**

4.1 ATCC reserves the right to cancel a course if the predetermined minimum number of participants is not reached.

4.2 ATCC also reserves the right to cancel a course due to force majeure (especially illness, accident etc. of the trainer) or due to other circumstances beyond the control of ATCC.

4.3 In such cases, the customer will be informed as quickly as possible. Course fees already paid will be refunded in full. Further claims are excluded.

## **§ 5 Course-related services**

5.1 Obligations of ATCC

5.1.1 Course-related services include holding the training course and the provision of the course documents required for the course.

5.1.2 Should the course take place in the training rooms of ATCC, ATCC will assist in booking hotel rooms and hire cars at the request of the customer. Bookings will be made in the name and for the account of the customer.

5.2 Obligations of the customer

5.2.1 All travel expenses, insurance costs, catering and accommodation costs of the course participants are the responsibility of and are borne by the customer.

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5.2.2 Should the course not take place in ATCC's training rooms, the customer pays the travel expenses of the trainer (travel times, daily allowance, booked business class ticket, accommodation in a crew hotel or a hotel of equal standard, hire car for local journeys) and all other additional costs connected with the training location (e.g. freight expenses).

### **§ 6 Conducting of training course**

#### 6.1 Obligations of ATCC

6.1.1 If not agreed otherwise, the course is held in accordance with the course conducting standards of ATCC.

6.1.2 ATCC determines what teaching staff will be involved in a course.

6.1.3 Should an examination be planned to confirm the successful completion of a course, the exam will be held in accordance with the valid ATCC conditions and legal regulations. The same applies to any repeat exams.

6.1.4 ATCC guarantees neither that the participant achieves the proficiency level aimed at nor that the participant will pass the exam.

#### 6.2 Obligations of the customer

6.2.1 The customer ensures that the course participant meets the prerequisites for the course as laid down in the participation prerequisites named in the course description.

6.2.2 Should the course not take place in ATCC's training classrooms, the customer is responsible for organising and providing an adequate training infrastructure. This is to be cleared with ATCC.

### **§ 7 Prices, conditions and terms of payment**

7.1 The invoiced amount is based on the services and the current prices thereof specified in the description of the service given in the offer.

7.2 The currently valid value-added tax (19%) is charged for the services performed. (only for Training outside of Germany/ for Invoice adresse's outside of Germany)

7.3 Cashless payment of the invoiced amount is to be effected by transferring the amount in Euro without deduction to ATCC's account within the term defined in the invoice.

7.4 In case of default, ATCC retains the right to charge default interest of 6 % above the current base rate pursuant to Art. 247 of the German Civil Code.

7.5 The customer is in default if he does not effect payment on receipt of a reminder sent by ATCC that the invoiced amount is overdue. Regardless of this, the customer is in default if he does not effect payment by a payment date specified in the invoice. The right to assert more far-reaching claims for damages remains expressly reserved.

### **§ 8 Protection of data privacy**

8.1 ATCC reserves the right to process and store all data and information received in connection with all transactions of business relevance of which ATCC gains knowledge in the course of processing the order, as defined by the German Data Protection Act.

8.2 ATCC undertakes to treat this data and information strictly confidentially. Person- and company-related data will only be passed on to third parties with the express agreement of the customer or on the basis of legal requirements.

### **§ 9 Copyright and rights of use**

9.1 ATCC is the owner of all rights to training documents and training software.

9.2 Any use outside the training measures, especially reproduction and/or copying of training documents and software - also extracts thereof - in any form at all (photocopying, using electronic systems or with the aid of other methods) is prohibited.

9.3 Passing on training material and training software to third parties for the purpose of reproduction and/or copying is prohibited without the express written consent of ATCC.

9.4 Copyright endorsements, trademarks or brands may not be removed.

9.5 A tape or video recording of training courses or similar services is only permissible with the written consent of ATCC.

9.6 In other respects, legal requirements, especially under copyright and criminal law, apply.

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### **§ 10 Liability**

10.1 ATCC is liable in full for damage caused intentionally or by gross negligence on the part of ATCC or its vicarious agents.

10.2 Any liability in excess thereof is excluded in as far as this is legally possible.

10.3 The customer is liable for damage to and loss of property (including all aircraft) for which he, his employees or training course participants registered by him are responsible.

10.4 The customer will hold ATCC harmless against any obligation to pay damages to a third party appearing in connection with this agreement. This does not apply to intention or gross negligence on the part of ATCC.

### **§ 11 Termination of contract**

11.1 Should ATCC or the customer substantially violate these General Terms and Conditions or a condition of any other special agreement, the respective party shall be given adequate time to remedy the error after receiving the written request to do so.

11.2 Should the error not be remedied within the term granted or not remedied to the satisfaction of the complaining party, this party has the right to terminate the contract without notice.

### **§ 12 Safeguarding clause**

Should a condition in these AGB or of any other agreement which may have been concluded be ineffective, the validity of the other conditions or agreements remains unaffected.

### **§ 13 Legal venue**

13.1 Exclusive venue for all disputes arising from the business relationship is Frankfurt/Germay. Each party has also the right to bring legal action at a court with jurisdiction for the place of business of the other party.

13.2 The law of the Federal Republic of Germany applies.