

General terms and conditions

for renting and using the Austrian Aviation Campus's training facilities and using its flight safety training services

effective from 24.10.2022

For reasons of better readability, no gender-specific differentiation is made in the text design. The terms in question apply to all genders in the interests of equal treatment.

1. Scope and subject matter of the contract

Austrian Airlines AG ("OS") operates the Austrian Aviation Campus at A-1300 Vienna Airport, and rents its training facilities out to third parties on an hourly or daily basis. EASA-compliant flight safety training services are also available.

These general terms and conditions form the basis of any agreement between OS and a Contract Partner concerning the use of the Austrian Aviation Campus facilities or flight safety training services.

"Contract Partner" refers to any natural or legal person who rents the Austrian Aviation Campus's training facilities from OS or uses its flight safety training services.

OS refers to Austrian Airlines AG, whose business address is A-1300 Vienna Airport, Office Park 2.

Only the Contract Partner has a contractual relationship with OS in any event. The Contract Partner agrees to clarify this to its customers or course participants and, in particular, to exclude any liability on OS's part towards such customers or course participants, so far as it is legally permissible to do so.

The Contract Partner shall not be entitled to assign or pledge any of his claims arising from this agreement to third parties nor to dispose of such claims for the benefit of third parties. Assignments, pledges and other dispositions made in violation of the prohibition are totally ineffective.

1.1. The following training facilities are available for rent:

- a. First Aid Room
- b. Equipment Course
- c. Pilot Incapacitation Training (Pilot's Corner)
- d. A32f Cabin Emergency Evacuation Trainer ("CEET")
- e. Real Fire Fighting Trainer ("RFFT")
- f. A320 Door Trainer
- g. Embraer 195 Door Trainer
- h. B767 Door Trainer
- i. B777 Door Trainer
- j. Dash-8 Q400 Door R1 Trainer
- k. Short Range Slide ("SR Slide")
- l. Cockpit Door Trainer (B767, B777, A32f, DHC-8-400, E195)
- m. Short Range Service Trainer (Type A320)
- n. Long Range Service Trainer (Type A330)
- o. Classrooms

The flight safety training facilities (a) to (n) have been approved by the Austrian authorities (the ACG¹) for safety training of cabin and cockpit crews.

1.2. Training facilities referred to in 1.1. (a) to (n) may only be operated by a Panel Operator ("PO") provided or authorized by OS. Likewise, only OS-authorized POs have access to the control equipment.

- a. OS authorises POs through a training programme. In the case of the CEET, a candidate must additionally extend their practical experience three times with an experienced PO (this can be done through their own PO or an OS PO).
- b. A person's authorisation will expire after six months without actively working as a PO, and they must then complete training with an experienced PO (a person who as acted as PO in the last six months).
- c. Prices quoted for the training facilities do not include the cost of OS providing a PO.

1.3. The following rules must be observed when using the training facilities:

- a. The group size for the training facilities listed in Section 1.1. (b) to (d) and (f) to (l) can generally be up to 33 participants per course. The maximum number of participants is 22 for the First Aid Room and 20 for the RFFT. The Short Range and Long Range Service Trainers are permitted for more persons. In individual cases, however, the maximum number of persons permitted may be restricted.
- b. The maximum group size per classrooms is limited due to security restrictions by classroom size and seating order. Therefore, the exact number of participants have to be sent by e-mail to trainingscenter@austrian.com in advance.
- c. For training on the CEET, the protective clothing which OS has provided in the wardrobes must be worn (without any belts).
- d. The Austrian Aviation Campus's building rules apply throughout the campus area (see Annex 1).
- e. While the Contract Partner, its customers or course participants are in the training facilities or on OS's company premises, they must follow OS's instructions. OS reserves the right, at its own discretion, to expel the Contract Partner, its customers or individual course participants from the training facilities or the company premises if they breach OS's instructions or rules. No refund will be made to the Contract Partner in such a case.
- f. OS's employees have the right to attend and supervise the Contract Partner's training at any time.
- g. Smoking is strictly prohibited on the entire Austrian Aviation Campus premises, except for the areas which have been provided for this purpose.
- h. Consumption of food and drinks is NOT permitted within the training facilities. (Special arrangements may be made for classrooms.)
- i. For safety reasons, hand, arm and ear jewellery may not be worn during training on the CEET.

¹ Austro Control Österreichische Gesellschaft für Zivilluftfahrt mit beschränkter Haftung

- j. Shoes may not be worn when entering the training facilities listed in Section 1(c), (d), and (f) to (l).
- k. The various signs and notices posted throughout the Austrian Aviation Campus area also apply.
- l. OS and the Contract Partner will, if necessary, agree further details about the training courses and will, if possible, record them in writing.
- m. The Contract Partner undertakes to agree suitable contractual arrangements with its customers, in order to ensure that the principles stated in Section 1.3. are observed by the customer and its employees. The Contract Partner will also ensure that course participants comply with these regulations.
- n. OS will enable the Contract Partner's customers or course participants to access the Austrian Aviation Campus area after they have registered in writing.
- o. Trainers employed by the Contract Partner are subject to safety regulations and orders based on the building rules (see Annex 1) and the requirements of the Aviation Safety Act (Luftfahrtsicherheitsgesetz) when staying in the Austrian Aviation Campus's buildings.
- p. The Contract Partner, its customers or its course participants must be able to identify themselves. Any containers carried when entering or leaving the training premises must be opened, if requested to do so by the security department or its authorised representatives.

- 1.4. OS is exclusively responsible for marketing the Austrian Aviation Campus's training facilities and flight safety training services.

The Contract Partner and its customers may use the facilities, provided that this is exclusively for the purpose of education, training, and continuous development of cabin staff and/or pilots.

Any type of use (such as events, team building, press conferences, etc.) which departs from the above is reserved exclusively to OS, and the Contract Partner may not implement it (within the meaning of Section 1.3. (a) to (o)) without OS's express consent.

2. Offer and conclusion of contract

- 2.1. All enquiries regarding the booking of flight safety training services or a training facility should be sent by e-mail to trainingscenter@austrian.com. Please provide the following information:
- a. Desired training facility(ies) or flight safety training service(s)
 - b. Desired date and time
 - c. Number of persons
- 2.2. With its binding request, the Contract Partner confirms that the training services or the training facilities that it has requested are sufficient for the Contract Partner's special needs and that OS has made no further promises regarding the content or the conditions of the training services or the training facilities.

- a. OS will then check the request and, depending on availability, confirm it by e-mail or suggest an alternative date. All training facilities listed in Section 1.1. (a) to (o) may be used by third-party customers (customers who are not part of the Lufthansa Group) for a maximum of 40 hours per calendar year. If at the time of a third party request the 40 hours are fully exhausted the booking cannot be confirmed.
- b. In principle, bookings will only be confirmed for the relevant date, depending on availability, on the 20th of the previous month, unless otherwise expressly agreed with the Contract Partner.
- c. Depending on available capacity, and after consultation, training sessions can also be arranged at weekends or on public holidays.
- d. The contract will take effect when OS confirms the date. If OS proposes an alternative date, the contract is only concluded if the Contract Partner confirms the alternative date within five working days. Otherwise OS is entitled to cancel the alternative date.

3. Cancellations and Rebookings

The following applies to cancellations and rebookings by the contractual partner, unless otherwise agreed in writing:

- a. Cancellations:
 - i. Cancellations free of charge are only possible up to 14 workdays (Monday-Friday excl. public holidays in Austria) prior to the agreed date by written notification by e-mail to trainingscenter@austrian.com.
 - ii. In case of cancellations within 13 to 3 workdays (3rd workday inclusive) prior to the agreed date, 50% of the price for the respective booking will be charged to the contracting party.
 - iii. If cancellations are made less than 3 workdays prior to the agreed date, or in the event of no-show, the contractual partner is obliged to pay the full price agreed for the respective booking.
 - iv. In any case, cancellations for events/training sessions made after 18th, 12:01 p.m., of the previous month to the scheduled date and take place between 6:00 p.m. and 8:00 a.m. of the following day (also partly), are subject to a fee.
The following cancellation rates apply for these dates:
 - Cancellations until the 18th, 12:00 p.m., of the previous month, are in any case free of charge, in deviation to 3.1.a. i-ii.
 - In case of cancellations after 18th, 12:01 p.m., of the previous month and up to 14 workdays before the agreed date, 25% of the price for the respective booking will be charged to the contracting party;
 - In case of cancellations after 18th, 12:01 p.m., of the previous month, and within 13 to 3 workdays (3rd workday inclusive) prior the agreed date, 50% of the price for the respective booking will be charged to the contracting party;
 - If the cancellation after 18th, 12:01 p.m., of the previous month, in a period of less than 3 workdays prior to the agreed date, or in the event of no-show, the contractual partner is obliged to pay the full price agreed for the respective booking.

- If the 18th of the previous month falls on a Saturday, Sunday or Austrian public holiday, the cancellation must be received by 12:00 p.m. on the last preceding business day.
- b. Rebookings:
- i. A free rebooking is possible up to 14 workdays prior the booked date.
 - ii. In case of rebookings less than 13 workdays prior the booked date, 25% of the price agreed for the respective booking will be charged to the contracting party.
 - iii. In any case, rebookings for events/training sessions made after 18th, 12:01 p.m., of the previous month to the scheduled date and take place between 6:00 p.m. and 8:00 a.m. of the following day (also partly), are subject to a fee. The following rebooking rates apply for these dates:
 - Rebookings until the 18th, 12:00 p.m., of the previous month, are in any case free of charge, in deviation to 3.1.b. i-ii.
 - In case of rebookings after 18th, 12:01 p.m., of the previous month and up to 14 working days before the agreed date, 20% of the price for the respective booking will be charged to the contracting party;
 - In case of rebookings after the 18th, 12:01 p.m. of the previous month, and less than 14 working days before the agreed date, 30% of the price for the respective booking will be charged to the contracting party;
 - If the 18th of the previous month falls on a Saturday, Sunday or Austrian public holiday, the cancellation must be received by 12:00 p.m. on the last preceding business day.
 - iv. Confirmations for rebookings are always subject to availability. If a rebooking cannot be confirmed due to lack of availability, the cancellation rates listed under 3.1.a. will apply.
- c. Decisive for the calculation of the deadlines mentioned under 3.1.a. and 3.1.b. is the receipt of a written notification (e-mail to: trainingscenter@austrian.com) regarding the cancellation or rebooking.
- d. In the event of a cancellation or rebooking by OS, OS shall, in coordination with the contracting party, provide one or more alternative dates or reimburse the contracting party in full or on a pro rata basis for the price already paid. Further claims of the contractual partner in this context are excluded.

4. Pricing and exclusion of benefits

- 4.1. OS will communicate its fee for hiring a training facility and/or using a flight safety training service by means of an offer.
- a. OS will not increase its fee for the agreed date after a booking has been confirmed.
 - b. If the Contract Partner uses any additional services on the day of the training, they will be charged according to OS's official price list.
 - c. If OS provides classrooms that are larger than envisaged for the number of persons mentioned in the order, it will only charge the Contract Partner for the size of classroom which is appropriate for the number of persons mentioned in the order.

- 4.2. Unless otherwise agreed, all payments must be made in full within 14 days of invoicing. If the Contract Partner delays in making payment, OS may without giving prior notice demand default interest equal to six per cent above the relevant base rate from the time payment was due.

5. Liability

- 5.1. The Contract Partner is required to inform OS in case of any damage to the training facilities or other property belonging to OS.
- a. The Contract Partner is liable for any damages which it causes to OS or any third parties in connection with or in the course of performing this contract, in so far as the Contract Partner or its agents act intentionally or negligently.
 - b. The Contract Partner agrees to indemnify OS and to hold it harmless from and against any claims by third parties for any damages caused by the Contract Partner, its customers any course participants, or its agents.
 - c. The Contract Partner agrees to take out an insurance coverage for personal injury and property damage amounting to at least EUR 5 million (e.g. business liability insurance, organizers liability insurance, etc.) and covering the risks arising for the Contract Partner from this contract. If OS so requests, the Contract Partner must provide appropriate proof of the existence of such insurance.
 - d. Neither OS nor its agents will be liable for any damages or losses of any kind caused by their employees, agents or third parties due to, in connection with or as a result of performing this contract, unless the damage was caused by gross negligence of, or intentionally by, OS or its agents.
 - e. Liability for consequential damages, indirect damages and loss of profit is expressly excluded to the extent permitted by law.
 - f. The Contract Partner releases OS and its agents from any claims of third parties, including any associated costs, to the extent that OS and its agents are not liable according to (e).
 - g. OS disclaims any liability for damages due to the failure of a technical system, a power failure, a leakage of water, fire, any official restrictions, or the occurrence of an unavoidable event that may result in the technical system being temporarily out of operation. OS will not be required to make a refund in any such case.
 - h. OS will not be liable for personal injury or damage to property suffered by third parties as a result of any failure to observe the regulations mentioned under Section 1.3. or Austrian Aviation Campus's building rules (see Annex 1).
 - i. OS will not in any circumstances be responsible for any damage to, or theft or loss of, items brought in by the Contract Partner, its customers or its employees or by any persons nominated by the Contract Partner, including course participants. The Contract Partner shall indemnify OS and hold it harmless from and against any claims of its employees or any persons nominated by it.
 - j. OS pays attention to the cleanliness and functionality of its training facility and equipment. However, OS cannot assume any liability for the functionality of the training equipment in the context of the relevant training. If the training equipment suffers a functional failure, OS will endeavour to restore its functionality as quickly as

possible. Otherwise the conditions under Section 3.1. (e) shall apply. If a functional failure is only partial, the Contract Partner and OS may agree on compensation. OS shall not have any liability whatsoever beyond compensation in case of functional failure; in particular, OS shall not be liable in such a case for any direct or indirect damages, including loss of profit.

6. Force majeure

If and to the extent that a party to this contract and/or subcontractors appointed by it to perform this contract cannot perform a contractual obligation, cannot perform such obligation on time or cannot perform it in accordance with the contract as a result of unforeseeable circumstances which could not be influenced by either party, such as war or civil unrest, unlawful strike or lockout, natural disasters or fires, epidemics or similar circumstances, the relevant contracting party shall be released from this obligation. The parties will inform each other immediately of any cases of force majeure.

7. Confidentiality and data protection

7.1. The Contract Partner undertakes to keep secret the existence and the content of this contract as well as any information which becomes available to it in connection with this contract and which OS describes as confidential or which is otherwise recognisable as a business or trade secret of OS ("Confidential Information") for a period of five years from the end of the training services and not to record it, pass it on or use it, except to the extent required to achieve the purpose of this contract.

The obligation to maintain secrecy does not apply to information which (i) is expressly intended for publication, (ii) is publicly available, (iii) has been independently and individually developed by the Contract Partner without having known or used similar information belonging to OS, (iv) has been disclosed by a third party who is entitled to it and is not subject to any obligation to maintain its secrecy, or (v) must be disclosed due to statutory provisions or decrees of government bodies.

7.2. The making of photographs or video recordings on the Austrian Aviation Campus is only permitted with OS's prior consent.

7.3. The Contract Partner may not use the *Austrian Airlines* brand either directly or indirectly in its advertising or for any other measure, except for the purpose of providing OS's address to third parties.

7.4. The contracting parties undertake to express themselves about OS or another company belonging to the Lufthansa Group, or an event related to OS or another Lufthansa Group company, especially in the media, only after mutual agreement.

8. Termination

8.1. If there is good cause, each contracting party may terminate this contract early with immediate effect by means of a written notice.

Good cause shall be deemed to exist if, considering all circumstances of the individual case and weighing the interests of both parties, the terminating contracting partner can no longer reasonably be expected to continue the contractual relationship until the agreed termination date. Good cause, which will entitle OS to terminate this framework contract early, shall be deemed to exist in particular if:

- the Contract Partner breaches an essential contractual obligation and such breach is not remedied immediately after being notified to OS;
- if (i) the Contract Partner is more than seven days in arrears with payment obligations to OS and does not meet such obligations despite a written period of grace referring to the right of termination, (ii) the Contract Partner suspends its payments for any reason, (iii) an out-of-court settlement to avert the Contract Partner's insolvency or a voluntary liquidation of the Contract Partner is prepared or initiated, (iv) insolvency proceedings are applied for or such an application is rejected due to lack of assets, or (v) – if legally permissible – bankruptcy proceedings are applied for or initiated over the Contract Partner's assets.

- 8.2. In the event that a company belonging to the Lufthansa Group takes over the training facilities, such company will be entitled to insist on performance of an existing contract for a period of three months from the date of the takeover or to terminate the contract with a unilateral declaration.
- 8.3. If any rights which arise as a result of these conditions are not exercised, are not exercised in full, or are exercised late, this shall not be deemed to be a waiver of such rights.

9. Severability clause and written form

- 9.1. If any individual provisions of these General Terms and Conditions are or become invalid, all other provisions shall remain unaffected.
- 9.2. OS reserves the right to supplement, amend or cancel these General Terms and Conditions. These General Terms and Conditions, as amended from time to time, can be obtained from OS at any time together with its current official price list.

10. Applicable law and place of jurisdiction

- 10.1. Any disputes arising from this contract shall be governed by Austrian law without giving effect to international private law rules on conflicts of laws. The exclusive jurisdiction for all disputes shall be the relevant competent court in Vienna Inner City, Austria.
- 10.2. In the event of disputes, the Contract Partner will not be entitled to withhold or discontinue performance of the contract.

11. Translations

These General Terms and Conditions are written in German, which is binding for all matters in connection with them. Every version of these General Terms and Conditions in another language is intended merely for ease of understanding and has no legal validity. Specifically, the German version of these General Terms and Conditions shall have priority over any other language version.

Annex:

1. The Austrian Aviation Campus Building Rules