

General Terms and Conditions (GTC) Technical Training Services

of **Austrian Airlines AG** a stock company duly incorporated and existing under the laws of Austria, registered under registration number FN 111000k at Commercial Court (Handelsgericht) Vienna, with its registered office at Office Park 2, P.O. 100, 1300 Vienna-Airport, Austria (hereinafter referred to as 'Austrian' or 'Austrian Technical Training').

These General Terms and Conditions (hereinafter referred to as 'GTC') are effective as of 01 January 2025 (the 'Effective Date').

Under the terms of these GTC, Austrian Technical Training agrees to provide Technical Training Services on a case-to-case basis upon individual instruction based on an offer.

Individual agreements made with Customer in single cases (including collateral agreements, supplements, and amendments) shall take precedence over these GTC. Only a written agreement or the written confirmation of Austrian Technical Training shall be authoritative for the content of those types of agreements.

1 Scope of Technical Training Services

Austrian Technical Training will offer theoretical training such as type trainings and also practical element training basic training (basic seminar with examination, basic examination, and special trainings).

The Training Services provided under this contract will be performed by Austrian based on an EASA Part 147 approval as Maintenance Training Organization and/or EASA Part 145 approval as Maintenance Organization.

Austrian Technical Training is holder of these approvals and will perform services either under its own approval or under the approval of Lufthansa Technical Training GmbH, registered under registration number HRB 57467 at District Court (Amtsgericht) Hamburg with its registered office at Weg beim Jäger 193, 22335 Hamburg, Germany (hereinafter referred as "LTT") or under the approval of Dviation Europe GmbH, registered under registration number CHE-467.936.115 at Cantonal Commercial Registry (Handelsregisteramt) Zug with its registered office at Gotthardstrasse 26, 6300 Zug, Switzerland (hereinafter referred as "DG").



2 Offer, Registration, Conclusion of Agreement

2.1 Information, Advice, Changes

2.2 Individual Offer

Customer will receive an Offer including service specifications.

2.3 Registration

These GTC become binding through Customer's acceptance of such offer by countersignature, or by implicit acceptance, such as registration for Seminars, download of Training Media, registration for Web-based Training Courses.

2.4 Highlighting of Deviations

If Customer's response to the Offer is not an acceptance of the Offer but deviates from the content of the Offer made by Austrian Technical Training, Customer has the obligation to expressly highlight the deviation and until Austrian's express confirmation of such deviation, otherwise the Offer shall be understood as concluded according to Austrian's Technical services original Offer.

3 Content of Services, Retention of Title

3.1 Services

Except as otherwise stipulated in the Offer or in individual agreements, the services of Austrian Technical services shall include:

- **Type Training:** Training according Part 147 Approval including first examination for each examination ATA block;
- **Practical Elements Training:** Training according Part 147 Approval; conduct of the course on-site in Austrian Technical Base, is primarily based on the practical protocol, use of the premises and technical equipment of Austrian;
- **Basic Training (Module):** conduct of the seminar on-site in Austrian Training Center, provision of learning materials, in digital and/or print form, use of the premises, including Basic Examination;
- **Basic Examination:** first Basic Module Examination without on-site Training with Austrian;
- **Special Training:** Engine Run-up, Borescope, AMOS, HF & SMS, Part 145 Trainings etc.;
- **Supervision of Customer's Practical Training:** Customer will organize its own Practical Training and will provide a practical trainer and learning materials. Austrian Technical Training will support and supervise on-site of Austrian's Technical Base and



will be responsible for providing use of the premises and technical equipment of Austrian.

- **Training Media:** provision of learning materials in digital format for self-study
- **Web-based Training Courses:** provision of an agreed number of access codes for individual use and self-study.

3.2 Booking of Seat

Customer will book seat as participant in one of the courses by accepting the Offer and registering will follow.

3.3 Number of Participants

Seminars are designed for specific number of participants, therefore Austrian reserves the right to cancellation according to Art 5.2. if the minimum number is not reached.

3.4 Training Material

Learning material made available at Trainings are included in the course fee, unless otherwise stated in the Offer.

Supplied Training Media and other training materials shall remain property of Austrian Technical Services until full payment of the training fees.

3.5 Certificates

Certificates are included in the course fee, unless otherwise stated in the Offer.

3.6 Extra Charges for Re-Examination

In case a participant fails an exam and wishes a re-examination, following additional charges apply:

- Costs for theoretical re-examination:
EUR 250 (incl VAT) per re-examination/per candidate
- Costs for practical re-examination:
EUR 750 (incl VAT) per re-examination/per candidate

3.7 Expenses of the Participant

Other Expenses of the participant incurred by catering, travel and accommodation as well as any other expenses connected to the participation to the training are not included and will be borne directly by Customer.



3.8 Facilities

Unless otherwise specified in the Offer the training will be performed at Austrian Airlines facilities at Vienna Airport.

3.9 Changes

As long as changes base on objective reasons, the core of the agreed Services is not fundamentally changed and the impact on the Customer or participants of the Services is reasonable, Austrian Technical Training reserves the right to make changes to the didactic content and organization of the Services. Such as but not limited to replacing announced instructors with equally qualified instructors even on short notice and/or changes to the organizational structure without the consent of the Customer.

4 Cancellation by Customer, Substitute Participants, Termination

Customer is entitled to cancel bindingly ordered services under the following provisions:

4.1 Form of Cancellation

The cancellation needs to be in written text form clearly stating the respective cancelling participant of a booked course. The Cancellation is subject to receipt of the written cancellation notice by Austrian Technical Training during office hours, otherwise considered as received the next business day.

The unannounced absence of a registered participant - for whatever reason - shall be treated as Cancellation on the day of the Seminar.

4.2 Cancellation Deadlines and Fees

If Cancellation Notice is received

- at least 42 days before the start of a training, no charge will apply;
- 41 days to 30 days before the start of the training, 25% of the participation fee will be charged;
- 29 days to 15 days before the start of the training, 50% of the participation fee will be charged;
- 14 days to 7 days before the start of the training, 75% of the participation fee will be charged and
- 6 days or less before the start of the training, 100% of the participation fee will be charged.

Austrian Technical Training will refund the respective share of the participation fee already paid accordingly or will charge the due share of the participation fee accordingly.



The reimbursed share of the participation fee is considered a lump sum for savings as a result of not performing the ordered training in order to simplify and speed up cancellation claims.

4.3 Alternatives to Cancellation

In the event of a Cancellation by Customer, Austrian Technical Training will offer an alternate training date, however subject to availability. The parties may agree on alternative training dates for the respective participant in writing instead of a cancellation.

Customer shall further be entitled to designate a substitute participant any time before the start of the training without any additional costs.

5 Cancellation by Austrian Technical Training

5.1 Cancellation due to reasons beyond control and rescheduling

Austrian Technical Training reserves the right to cancel trainings due to reasons beyond its control such as, but not limited to, unforeseen illness of the designated trainer or if cancellation becomes unavoidable for any other reasons. Should cancellation occur due to force majeure or other uncontrollable events, Austrian Technical Training will not be liable for any incurred costs beyond the cost of the training.

An alternate date for training will be offered by Austrian Technical Training within a time frame of not more than 6 months and will use its best efforts to coordinate the alternate date for training with Customer.

5.2 Minimum Number of Participants

Basic Trainings (Module) are designed for specific number of participants specified in Offer. If the minimum number of 3 participants is not reached Austrian Technical Services retains the right to cancel a training with announcement of at least 6 days prior to the commencement of the Training. Furthermore, Austrian Technical Training reserves the right to cancel a training, if the minimum number of participants as per Offer has not been met. Austrian Technical Training will notify Customer of such a withdrawal as early as possible.

5.3 Fee refund

In case of a cancellation of the training by Austrian Technical Training due to this clause without Austrian Technical Training being able to offer an alternate date any fees already paid by the Customer will be refunded in full, however all claims beyond the refund, especially claims for damages or for the reimbursement of expenses, shall be excluded.



6 Responsibility of Participant/Customer

6.1 No success guarantee

For specific type trainings, practical element training, basic training (basic seminar with examination), special trainings and web-based trainings are designed in a way so that an attentive average participant can achieve the educational course goal. However, Austrian Technical Training shall not be responsible for the achievement of any particular training objectives or specific individual participant's performance.

If an exam is required in order to successfully complete a training, it will be conducted in accordance with the applicable rules of Austrian Technical Training and statutory provisions. Austrian Technical Training shall not be responsible for the participant passing the theoretical or practical exam.

6.2 Participant's Qualification

Each participant needs to have command of basic technical English and basic technical aircraft knowledge.

Customer and/or each participant shall be responsible for participant's compliance with the requirements regarding pre-qualification.

6.3 On-site training at Customer facility

6.4 Intentionally left blank

6.5 IT Security

Any computer use by a participant endangering the security of Austrian's IT network or violating applicable laws is prohibited. Participants are not permitted to use their own data storage or software and are prohibited to install any other software on Austrian's data carriers. In case of non-compliance Austrian Technical Training reserves the right to exclude the participant.

6.6 Dress Code

For theoretical training, no special dress code is required.

For practical training, participants will be responsible for their own particularly necessary clothing (e.g. mechanics work wear, safety shoes). Austrian will not provide work clothes for practical training. Austrian further reserves the right to refuse participant the training, if missing work cloth constitutes a safety issue.

6.7 Obligations

Participants acknowledge and take responsibility for their own safety by following their obligations according to the clauses above including clause 6.4 IT-Security as well as clause



6.5. Dress code. Participants will follow the Trainers instructions and will take the utmost care and diligence.

7 Exclusion from trainings

Austrian Technical Training reserves the right – upon sole discretion of the training personnel on-site - to exclude a participant anytime and with immediate effect from a particular training in case participant repeatedly does not follow the obligations outlined above, instruction of the trainer or participant's behavior is likely to seriously disrupt the training or even endanger other persons.

In cases of exclusion, the participation fee will not be refunded and Austrian Technical Training expressly reserves the right to claim damages for participant's behavior, who shall take full responsibility.

8 Terms of Payment and Deadlines

8.1 Included VAT

All prices agreed according to this Agreement are gross (i.e. inclusive) of any applicable indirect taxes including but not limited to any sales taxes, value added taxes, turnover taxes and similar taxes.

8.2 Due Date

The course fee shall be due without deductions upon receipt of the invoice within 14 days calculated from the date of invoice, however not later than 14 days prior the commencement of training. For Training registrations at short notice, the course fee shall be paid immediately, however not later than on the first day of the event.

8.3 Debit Interest

In case of Customers responsibility for a default in payment Austrian Technical Training reserves the right to charge statutory debit interest in the amount of 4 % p.a..

In any case as compensation for debt collection cost Austrian will charge EUR 40 for each payment reminder and is entitled according to Art 1333 cl. 2 ABGB Austrian Civil Code not only to debit interest but also to compensation for other damages such as necessary costs of appropriate extrajudicial enforcement or recovery measures.

9 Warranty and liability

Customer shall notify Austrian Technical Training of any alleged liability claim in writing with a detailed description of the alleged default.



Customer is obliged to notify in such timely manner that Austrian Technical Training has the possibility to remedy any claim by appropriate measures.

It is advisable and in Customer's own interest to give this notification without undue delay starting from knowledge of damage and injurer damage claims and will become statutory time barred within 3 years.

Liability claims will become statutory time barred, after 2 years from the last day of training.

The Parties agree to accept an offer to improvement or replacement of the service within a reasonable period, which shall not be less than 6 months.

Liability claims for slight negligence shall be excluded, this does not apply to personal injury.

10 Copyright and Rights of Use

All rights in connection with Austrian's Technical Training services, irrespective of their nature, shall remain the sole property of Austrian or its licensors. This applies in particular to the copying, distribution, public communication, translation, adaptation or other use of learning materials.

Unauthorized audio or video recording of training by participant or Customer is strictly prohibited.

Training material and software provided by Austrian Technical Training or one of the teachers during a booked course shall only be used by registered participant and exclusively for the duration and purpose of the training and shall not be provided to others. Training material and software may neither be copied, nor shall data carriers be removed from the seminar room.

Access codes to training media may exclusively be used for the purpose of the education and training of the registered participant only and may not be made available to others.

Copyright notices or trademarks shall not be destroyed or removed from any kind of material.

11 Confidentiality and Data Protection

Offers are considered confidential information. Customer shall make commercially reasonable efforts to ensure that confidentiality is maintained. No disclosure other than that required by applicable law can be made in relation to an Offer without the express written consent of the undersigned.

The relevant data protection information of Austrian Technical Training will be made available to each participant in Austrian's Seminars (Articles 14 of the EU GDPR). In addition, the relevant data protection information of Austrian Technical training is available on the website <https://www.austriantraining.com/ueber-uns/willkommen-technical-training/>.



12 Right of Withdrawal in Distance Contracts

If the Customer is a consumer within the meaning of the Austrian Consumer Protection Law (KSchG) and the contract was concluded at a distance or outside of business premises, the customer has the right to withdraw from the contract within 14 days without giving any reason (§ 11 FAGG). The period begins from the conclusion of the contract. To exercise the right of withdrawal, Customer must inform Austrian Technical Training of their decision to withdraw from the contract by means of a clear statement (e.g., by letter or email). It is sufficient if the notice is sent before the expiration of the period.

Exceptions to the right of withdrawal: The right of withdrawal expires prematurely if Austrian Technical Training has fully performed the agreed service, and the Customer has expressly agreed before the service begins that they will lose their right of withdrawal (§ 18 para. 1 no. 1 FAGG). In the event of a valid withdrawal, Austrian Technical Training will refund all payments made by the Customer within 14 days of receiving the withdrawal statement using the same payment method used for the original payment.

13 Miscellaneous

13.1 Force Majeure

Austrian Technical Training nor Customer shall be responsible for or deemed to be in default due to force majeure, including but not limited to: war or warlike conditions; general hindrance of transportation; strikes, lock-outs, blockades, slowdown or interrupting of work.

13.2 Applicable Law

These conditions and any activity performed thereunder shall be subject to and interpreted in accordance with the laws of Austria excluding the conflict of law regulations and the UN Sales Convention.

13.3 Jurisdiction

For all claims brought against the Customer, who has his domicile, habitual residence or place of employment in Austria due to disputes arising from this contract, one of the courts in whose district the Customer has his domicile, habitual residence or place of employment shall have jurisdiction. For Customers, who are not domiciled in Austria at the time the contract is concluded, the statutory places of jurisdiction apply. In case of any claims against Austrian Technical Training, the statutory place of jurisdiction shall apply.

13.4 Salvatory Clause

Should any provision of this contract be invalid, this shall not affect the validity of the remaining provisions. The parties undertake to replace the invalid provision with a valid provision that comes as close as possible to the invalid provision.



13.5 Notices

All written notices, invoices and certificates in connection with this Agreement shall be sent by Customer via email to the address of Austrian Technical Training

Austrian Airlines AG

To the attention of: Technical Training Department

Training Center Obj 975

1300 Vienna-Airport, Austria

Email: technical.sales@austrian.com

13.6 eSignatures

The Parties agree that, in order to accelerate the document circulation between the Parties, scanned copies of the signed Offer may be transmitted by electronic mail.

The Parties may choose to execute the Offer as signed original or by an exchange of signed documents signed by qualified electronic signature, transmitted by any means of telecommunication. Qualified electronic signature, is acceptable if it is clearly traceable to the identity of the signatories, allows identification of the signatory, can be done exclusively by the signatory and all manipulation with the document after signing is traceable.