

Terms and Conditions for provision of services of DFS Aviation Services GmbH (T&C-Service)



DFS Aviation Services

Status: 12th November 2025

Subject of these Terms and Conditions is provision of any services (hereinafter: „**Services**“) (hereinafter: „**T&C-Service**“) by DFS Aviation Services GmbH (hereinafter: „**Contractor**“) to its contractual partner (hereinafter „**Customer**“) (hereinafter collectively also referred to as „**Parties**“).

1 Application

- 1.1 These T&C-Service as well as all provisions of the Contractor offer shall apply exclusively to all Contractor's offers and all later contractual relationships concluded on this basis. Differing or contrary terms of Customer or third parties shall not apply except if expressly agreed upon in writing. Contractor failure to object to Customer's additional or conflicting terms does not constitute as a waiver or consent of any terms contained in this T&C-Service.
- 1.2 These T&C-Service shall also govern all future transactions between the Parties.
- 1.3 These T&C-Service shall only apply vis-à-vis merchants (e.g. but not limited to companies) within the meaning of sec. 14 BGB (German Civil Code), governmental entities, or special governmental estates within the meaning of sec. 310 para. 1 BGB (German Civil Code). The grant of rights to Customer does explicitly not include the grant of rights to such companies that are affiliated companies („verbundene Unternehmen“) of Customer within the meaning of sec. 15 AktG (German Stock Corporation Act).

2 Non-binding character of offer and conclusion of contractual relationship

Contractor's quotations are not binding offers but must be seen as invitations to Customer to submit a binding offer. The contractual relationship is concluded by Customer's order (offer) in text form and by Contractor's acceptance (order confirmation). In case the acceptance differs from the offer, such acceptance constitutes a new non-binding offer by Contractor.

3 Services

- 3.1 Services are provided as deemed appropriate from existing Contractor experience. Thus, Services rendered by Contractor is given to the best of Contractor knowledge. Contractor cannot assume any commitment for its Services to meet precisely quoted values and areas of application.
- 3.2 If agreed upon in the contractual relationship, Contractor will outline its work results and submit it to Customer adequately documented.
- 3.3 In case of performance of training courses, Contractor does not assume any responsibility for a successful participation respectively a successful conclusion of Customer's participants regarding any training courses. Furthermore, Contractor does not warrant any kind of learning achievements regarding Customer's participants.

4 Place of performance and fulfillment

Unless otherwise agreed, place of performance and fulfillment will be Contractor's principal place of business respectively the business premises of DFS.

5 Prices

- 5.1 The Prices quoted in the Contractor offer or in the acceptance (order confirmation) of Contractor shall solely apply. If the Contractor's acceptance (order confirmation) does not include Prices expressly, the Prices of the corresponding Contractor offer applies. Additional services, which are not part of Contractor's offer or Contractor's acceptance (order confirmation), will be invoiced separately.
- 5.2 All Prices are quoted as net Prices and do not include statutory value added tax any other charges, which is to be added if applicable according to German or Foreign Tax law.
- 5.3 If (foreign) Law applies any kind of withholding tax (e.g. for royalty-payments) or any other deductions (e.g. deductions made by the bank charged with the transfer of money) to the payments by the customer, the customer shall increase its payments respectively. More specific under this agreement any kind of withholding tax or any other deductions will not reduce the amount (= net price plus VAT (if applicable)) the contractor is receiving on its bank account for providing its deliveries/services.
- 5.4 Irrespective of the place of delivery of the products and/or provision of services, the place of performance for the Customers payment obligation shall be the Contractor's registered office.

6 Payment

- 6.1 Payment of Prices must be made exclusively to the account stated in section 6.2. Payment is due within 30 days following receipt of the invoice without any deductions.

- 6.2 The account reference is as follows:

DFS Aviation Services GmbH

Account No: 091 3434 00
Sort Code: 500 700 10
Bank: Deutsche Bank Frankfurt
BIC: DEUTDEFF
IBAN: DE 34 5007 0010 0091 3434 00

- 6.3 From the due date default interest in the amount of 9 percentage points above the respective basic rate of interest of the European Central Bank p.a. shall accrue. Contractor reserves all rights to claim further damages due to default.

- 6.4 Regardless of the place of delivery of Products and/or provision of Services, the place of payment shall be Contractor's principal place of business.

7 Termination

- 7.1 The contractual period arises out the commissioned and/or agreed period or the ordered Services. A separate termination is not required as the contractual relationship ends with completion of Service provision.
- 7.2 The Parties may terminate the contractual relationship regarding provision of Services for convenience upon a written notice sent at least one month prior to the termination date.
- 7.3 Either Party may terminate in part or in full the contractual relationship for good cause at any time. If the good cause consists of a breach of an obligation under the contractual relationship, termination is only permissible after unsuccessful expiration of a grace period or after a failed reminder.
- 7.4 Customer agrees to assume all costs accrued on Contractor's side until such time at which the termination takes effect, independent of the usability for Customer.
- 7.5 The notice of termination must be in text form.

8 Termination of training courses

Termination of the contractual relationship for good cause according to section 7.3 of this T&C-Service regarding the performance of training courses is possible but not limited to in the following cases:

- a participant of the Customer threatens the learning achievements of the other course participants; in particular, this participant causes a slowdown of the complete course;
- a participant of the Customer does not attend self-inflicted more than half of the (simulation-) exercises;
- a participant of the Customer repeatedly does not comply with course-related instructions (e.g. preparation of exercises) by the instructor;
- a participant of Customer insults or harms not only insignificantly an instructor or other participants.

In cases as mentioned above or comparable, Contractor can expel the respective participant of Customer permanently. Expulsion of a participant of Customer excludes any right of termination or right to rescind of Customer.

9 Cancellation of training courses

- 9.1 Training courses can be cancelled free of charge by Customer until five calendar weeks in advance of the agreed starting date of the course. A subsequent termination or non-participation does not affect Customer's obligation to pay the training course Price in full. Customer is entitled to prove that Contractor did not suffer any or lower damages. A partial participation of training courses – irrespective of the reason – does not result in any reduction of Price.

- 9.2 In case the minimum number of participants is not reached, or sickness of teaching staff as well as reasons beyond Contractor responsibility, Contractor reserves the right to cancel the training course. Contractor will inform Customer accordingly without delay. Furthermore, Contractor will make efforts to offer an alternative date for the training course. Where appropriate, an already paid course fee (Price) will be reimbursed.

10 Subcontracting

Contractor may at its sole discretion employ sub-contractors, e.g. in particular DFS Deutsche Flugsicherung GmbH (hereinafter: „**DFS**“) for carrying out any or all parts of the Service.

11 Offset

Customer may only set off claims from Contractor against an undisputed or adjudicated counterclaim.

12 Retainer

Customer is entitled to claim retainer rights only to the extent such rights are based on the same transaction.

13 Usage Rights

- 13.1 Copyrights, Trademarks, Patents and other Intellectual Property Rights related to any exchanged Products, work results, information, documents and other design documents owned by Contractor or its subcontractor remain with the respective owner. Any kind of transfer (especially rights regarding Source Code) is excluded. All shared Products, work results, information, documents and other design documents are limited to objectives according to the contractual relationship or to the offer. Any additional or deviating right of use must be concluded separately between the Parties expressly.
- 13.2 Contractor hereby grants Customer a royalty free, non-exclusive ("einfaches Nutzungsrecht"), non-transferable, non-sublicenseable, unlimited in respect of time and content but limited in respect to place to the business premises of Customer, right to use the Products respectively possible work results of Services regarding the intended use as stipulated in the contractual relationship. Work results encompass all works produced by Contractor, including but not limited to documents, project outlines, presentations and concepts. Contractor respectively the respective owner of the rights reserves expressly all modification and reproduction rights. This grant of rights does not affect any possible moral rights and other inalienable rights.
- 13.3 It is excluded to reproduce, including but not limited through the use of electronic systems in particular, to process, to duplicate, to distribute or to communicate to the public, any part of the Product respectively possible work results of Services – even in extracts – without prior written approval by Contractor.

14 Liability

- 14.1 In cases of damages caused by Contractor due to willful misconduct, gross negligence, liability will be according to the Applicable Law of this Agreement. This also applies to liability in respect of death or injury to body or health as well as to claims under the Product Liability Act. caused by Contractor's negligence. In all cases of negligence, Contractor shall also be liable for the breach of fundamental contractual obligations ("wesentliche Vertragspflichten"), which characterize the contract and Customer can rely on. In such cases, Contractor's liability is limited to typical and, in the moment of conclusion of the contractual relationship, foreseeable damages.
- 14.2 With the exception of liability due to willful misconduct, gross negligence, liability in respect of death or injury to body or health as well as to claims under the Product Liability Act, the total aggregated liability shall not in any circumstances exceed the value (net) of Contractor offer respectively of the contractual relationship.
- 14.3 With the exception of liability due to willful misconduct, gross negligence, liability in respect of death or personal injury, liability regarding indirect and consequential damages is excluded. Furthermore, liability is excluded in case of non-fundamental contractual breaches or in case of an unforeseeable or an untypical breach of fundamental contractual obligations.
- 14.4 The aforementioned limitations of liability also apply in the event of breaches of duty by persons whose fault the contractor is responsible for under statutory provisions."
- 14.5 Any claim for damages arising under this provision, except based on paragraph (1) of this provision, shall become statute-barred 12 months following the date upon which the Service was performed, or the Product was delivered by Contractor, irrespective of the date upon which the defect in question is detected by Customer.

15 Confidentiality

- 15.1 Unless otherwise expressly stipulated in writing, no information provided to Contractor shall be regarded as confidential, unless their confidential nature is obvious.
- 15.2 Customer shall treat all information disclosed by Contractor as confidential information.
- 15.3 The confidentiality obligation shall not apply to information which
- was already known to the public or publicly available at the time when this contractual relationship is concluded or becomes known to the public at a later point in time without this representing a breach by the Receiving Party of its duties of confidentiality;
 - was already in the possession of the Receiving Party before it was disclosed and without there being a confidentiality obligation;
 - the respective other Party has approved for disclosure in writing;
 - must be disclosed on the basis of an official or judicial order or mandatory legal provisions.
- 15.4 The burden of proof for the exemptions listed in section 15.3 shall be on the Receiving Party. In the case of disclosure based on an official or judicial order or mandatory legal provisions, the Receiving Party shall inform the Disclosing Party in advance about the disclosure and restrict the disclosure to what is absolutely necessary.

16 Background check ("Zuverlässigkeitsprüfung")

- 16.1 In case accesses to business premises of DFS is required, Customer must provide personal data (surname, first name, date and place of birth, nationality, home address, passport number, company address etc.) to enable a background check for security clearance (hereinafter: "ZÜP") in due time. Additionally (if required) applications for the ZÜP or positive outcomes of the ZÜP must be submitted to Contractor.
- 16.2 If the ZÜP is necessary, Customer shall commence to apply the ZÜP for all relevant employees intended to participate in the contractual relationship in due time. Furthermore, Customer must submit all employees' names to Contractor. As the ZÜP requires a consent by the respective employee, this employee must file application of the ZÜP.
- 16.3 In case the outcome of the ZÜP is negative and Entrance is denied, Customer shall appoint a different employee or both Parties have the right to terminate the contractual relationship.
- 16.4 Contractor is not liable in case of termination due to a negative ZÜP. Customer agrees to assume all costs accrued on the Contractor's side until such time at which the termination takes effect. The notice of termination must be in written form.

17 Force Majeure

- 17.1 Contractor shall not be liable for any failure or delay in performance if such failure or delay is caused by Force Majeure. The performance of the relevant part(s) of the contractual relationship will be suspended for the period such failure or delay continues, without Contractor being responsible or liable for any damage resulting therefrom.
- 17.2 The expression "Force Majeure" shall mean and include any circumstances or occurrences beyond the Parties reasonable control - whether or not foreseeable at the time of the contractual relationship - as a result of which Contractor cannot reasonably be required to execute its contractual obligations. This includes Force Majeure and/or default by one of Contractor's suppliers and/or subcontractors. In particular "Force Majeure" shall include but is not limited to fire, flood, drought, earthquake, storm, epidemic, pandemic, or other natural event; any act of any sovereign including but not limited to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power of confiscation, nationalization, requisition, destruction or damage to property by or under the order of any government or public or local authority or imposition of government sanction embargo or similar action; Infection control measures, any order, decree, sabotage, blockade, strike, lockout; any other matter or cause beyond the reasonable control of either party which prevents or substantially limits any performance of the contractual relationship.
- 17.3 In the event that the Force Majeure extends for a period of three (3) consecutive months (or in the event that the delay is reasonably expected by Contractor to extend for a period of three (3) consecutive months), Contractor shall be entitled to terminate or to revoke all or any part of the contractual relationship without any liability or break-up fee. Customer agrees to assume all costs accrued on the Contractor's side until such time at which the termination or revocation takes effect. The notice of termination or revocation must be in written form.

18 Export and Customs

- 18.1 The Parties are mutually obliged to comply with all export control, embargo and sanctions laws and regulations that are applicable under German and EU law; this shall also apply with respect to applicable US and other national law to the extent that German or European legal provisions do not conflict therewith ("Applicable Foreign Trade Law").
- 18.2 In the event that restrictions apply to the sale, supply, transfer and/or export of the contractually owed items or services due to an embargo imposed by the European Union or Germany, the legally binding conclusion of this contract is subject to the condition precedent that a prior authorization for is granted by the Federal Office for Economic Affairs and Export Control (Bundesamt für Wirtschaft und Ausfuhrkontrolle - BAFA).
- 18.3 The Parties shall mutually assist each other ("duty to cooperate") in particular by providing all necessary information and documents in order to examine and comply with any legal restrictions under the Applicable Foreign Trade Law (e.g. with regard to obtaining authorizations/information from authorities or fulfilling notification duties). After delivery of the items, Contractor undertakes to comply with all requests of the Federal Office for Economic Affairs and Export Control (BAFA) within 14 days from the transmission of the request, in particular to provide a delivery statement upon its request.
- 18.4 If Customer has any doubts as to whether restrictions under Applicable Foreign Trade Law are relevant, it may require that a legally conclusive statement be obtained from the competent authority (e.g., "blank notice"). In this case, Customer shall be entitled to postpone the delivery date until the legally conclusive statement has been provided or, if an authorization is required, until the authorization has been granted.

- 18.5 Customer is entitled but not obliged to take legal or out-of-court action against decisions by the competent authorities or take legal action in case of unduly lengthy duration of administrative proceedings.
- 18.6 Customer shall not be liable for delays caused by the fact that a required authorization or legally conclusive statement is granted late despite the application being made in due time. Customer is also not liable for delays that occur in connection with official measures. Any claims of Contractor against Customer in the event of culpable breaches of duty shall remain unaffected.
- 18.7 If it has been definitively established that the contract cannot be fulfilled due to restrictions under the Applicable Foreign Trade Law, in particular, due to non-issuance of the necessary authorizations by the competent authorities, either Party may withdraw from the contract in whole or in part by written declaration to the other Party with immediate effect. In the event of termination, the Parties shall be mutually obliged to return any services already received unless this is inadmissible under the Applicable Foreign Trade Law; beyond this Customer shall not be obliged to compensate any losses or damages.
- 19 No Russia and no Belarus-Clause (Art. 12 g VO 833/2014 and Art. 8g VO 765/2006)**
- 19.1 The Customer shall not directly or indirectly (re-)sale, (re-)export or otherwise supply or transfer any goods obtained from the Contractor to a natural or legal person, entity or body ("PEB") in Russia and/or Belarus or for use in Russia and/or Belarus if the respective goods are listed for Russia in any Annex of Regulation (EU) No 833/2014 and for Belarus in any Annex of Regulation (EU) No 765/2006, which include goods, whose sale, supply, transfer or export to PEB in Russia and/or Belarus or for use in Russia and/or Belarus is prohibited, or in other EU lists of goods in respect of which for Russia Regulation (EU) No 833/2014 and for Belarus Regulation (EU) No 765/2006 lays down the same prohibitions (in particular Annex I to Regulation (EU) 2021/821 and Annex I to Regulation (EU) No 258/2012).
- 19.2 If the goods obtained from the Contractor are (re)sold, (re)exported or otherwise supplied or transferred to third parties, the Customer shall oblige these third parties to pass on the obligation under subsection 19.1 to the third party and to oblige the third party to also pass on this obligation to its customers.
- 19.3 In the event of a violation of subsections 19.1 or 19.2 by the Customer, the Contractor may terminate the Agreement with immediate effect by written notice to the Customer; any damage claims by the Customer against the Contractor arising out of or in connection with the termination of this Agreement pursuant to this clause shall be excluded. Furthermore, in the event of a violation of subsections 19.1 or 19.2 by the Customer, the Contractor may demand a contractual penalty of 5% of the purchase price from the Customer, and the Customer shall indemnify the Contractor against all costs or other losses (in particular claims of third parties, fines, immaterial damages) resulting from the non-compliance of the Customer with subsections 19.1 or 19.2, unless the Customer proves that he is not responsible for the violation. The contractual penalty shall be offset against claims for damages.
- 19.4 The Contractor reserves the right to make the delivery of goods dependent on the receipt of a conclusive end-use certificate issued by the end-user.
- 19.5 If the Contractor has justified doubts as to the Customer's compliance with subsections 19.1 or 19.2, the Contractor may refuse delivery to the Customer until these doubts have been resolved to the Contractor's satisfaction. Any claim by the Customer against the Contractor based on delay or non-performance due to the resolution of such doubts are excluded, except in the event of intent and gross negligence on the part of the Contractor.
- 19.6 The Contractor is entitled to ex-post verifications of the whereabouts of the goods delivered to the Customer. To this end, the Customer shall provide the Contractor with the necessary documents and evidence upon request by the Contractor. If applicable, the Contractor is also entitled to verify the whereabouts of the goods by means of on-site inspections or to commission third parties to carry out on-site inspections. The Contractor shall be entitled to terminate the Agreement in whole or in part by written notice to the Customer if the Customer fails to provide the requested information and documents or refuses to allow an on-site inspection to be carried out by the Contractor or a third party commissioned by the Customer, unless the Customer can demonstrate to the Contractor why it cannot provide the requested documents or information or why it is not feasible or reasonable to carry out the on-site inspection. In the event of termination under this clause, the Contractor shall be entitled to reimbursement of costs for work already carried out up to this point in time. Claims for damages by the Customer against the Contractor arising out of or in connection with the termination of this Agreement pursuant to this clause shall be excluded.
- 20 Communication**
If not stipulated differently, any notice or other communication required to be received by a party is only effective at the moment it reaches this Party in text form. If a time limit has to be observed, the notice or other communication has to reach the recipient party within such time limit.
- 21 General note**
In case Contractor subcontracting of training courses to DFS is necessary, these training courses will be conducted in responsibility of the DFS-Department Academy, certified as a Training Organization in compliance with the essential requirements set out in the Regulation (EU) No 2015/340. DFS is in the possession of a valid certificate as a Training Organization. A copy of this certificate, which was issued on 20th December 2016 under the number 150 by the German National Supervisory Authority Bundesaufsichtsamt für Flugsicherung (hereinafter: "BAF"), will be enclosed in this T&C-Service in an Annex.
- 22 Personal Data**
If one of the parties has received personal data within the meaning of Regulation (EU) No. 2016/679 (General Data Protection Regulation - DSGVO) or the Federal Data Protection Act (BDSG), the recipient guarantees that he applies all relevant European and German data protection regulations. The recipient is aware of the fact that both confidential information within the meaning of paragraph 15 and other content or information of the disclosing party may constitute personal data and guarantees that all personal data received or to be obtained in the future will be collected, processed and used in compliance with all relevant European and German data protection regulations.
- 23 Applicable Law**
The contractual relationship shall be governed and construed by the laws of the Federal Republic of Germany (excluding the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG)).
- 24 Jurisdiction**
Any dispute arising out of or in connection with this contractual relationship shall be heard, at Contractor's option, at Frankfurt am Main (Germany) or Customer's principal place of business.