

# **General Terms and Conditions**

#### 1. General

- 1.1 All contractual relationships between Aviation Solutions Group GmbH (hereinafter referred to as "ASG") and its customers are based exclusively on these General Terms and Conditions.
- 1.2 Any deviating or supplementary terms and conditions of the customer shall only apply if ASG confirms them in writing.
- 1.3 Contracts, amendments, and supplements must be made in writing.

## 2. Contractual partner and participation requirements

- 2.1 The contractual partner is the person or company named in the registration.
- 2.2 The contractual partner may designate another person as a participant in writing before the start of the course.
- 2.3 The contractual partner is obliged to comply with the admission requirements and to submit the necessary documents in good time. In the case of state-recognized examinations, the participant is responsible for meeting the applicable requirements.

#### 3. Conclusion and termination of contract

- 3.1 To register, ASG will send an order form to the customer, which is considered a legally binding order.
- 3.2 For publicly funded measures, the relevant funding regulations apply in addition.
- 3.3 ASG may withdraw from the contract if the admission requirements are not met or if financing is not secured.

### 4. Cancellation

- 4.1 The customer may cancel the contract free of charge up to six weeks before the start of the course. Up to two weeks before the start, 50% of the total price will be charged; after that, the full amount will be charged.
- 4.2 The date of receipt of the cancellation by ASG shall be decisive.
- 4.3 ASG is entitled to cancel a course up to four weeks before the start without incurring any costs.
- 4.4 Statutory rights of termination remain unaffected.

# 5. Implementation of the training

- 5.1 ASG determines the content, methods, and instructors of the courses. Changes to the schedule or the use of qualified external personnel are possible.
- 5.2 If the course is held at a different training location at the customer's request, the customer shall bear all additional costs incurred (e.g., travel, accommodation, meals, and transportation costs, as well as daily allowances).
- 5.3 In cases of force majeure (e.g., strikes, natural disasters), there shall be no entitlement to training or compensation.

#### 6. Training times

- 6.1 One teaching unit generally comprises 60 minutes. The daily schedule shall be announced before the start of the course.
- 6.2 Break regulations are based on legal requirements and are taken into account in the course schedule.



### 7. Exams and qualifications

- 7.1 ASG does not guarantee that participants will achieve the course objective or pass an external exam.
- 7.2 Upon successful completion, participants will receive a certificate or a certificate of attendance.

#### 8. Prices and payments

- 8.1 The contractually agreed prices plus the applicable sales tax apply, unless tax exemption applies.
- 8.2 Invoices are due upon receipt without deduction.
- 8.3 In the event of late payment, default interest of 3 percentage points above the base rate may be charged.
- 8.4 Offsetting is only permitted with undisputed or legally established counterclaims.
- 8.5 Certificates will only be issued after full payment has been received.

#### 9. Data protection

- 9.1 Personal data will be used exclusively for the purpose of conducting training courses and fulfilling legal obligations.
- 9.2 Data will only be passed on to authorities or partner companies if this is necessary to achieve the training objective.
- 9.3 The customer is obliged to maintain confidentiality regarding any confidential information that becomes known to them in the course of the training.
- 9.4 Any kind of recording, including video and audio recordings, is not permitted.

## 10. Copyright and terms of use

- 10.1 All rights to training materials are held by ASG. Any disclosure, reproduction, or public use is prohibited without written consent.
- 10.2 Images or video recordings made during the courses may only be published with the prior consent of ASG.

# 11. Liability

- 11.1 Claims for damages are excluded unless ASG has acted with intent or gross negligence.
- 11.2 The limitation of liability also applies to vicarious agents and employees.

### 12. Applicable law and place of jurisdiction

- 12.1 The law of the Federal Republic of Germany applies exclusively.
- 12.2 If the contractual partner is a merchant, a legal entity under public law, or has no general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of Aviation Solutions Group GmbH.