



## General Terms and Conditions Aircraft Maintenance & Training School version 2017 (February 14<sup>th</sup> 2017)

### Article 1. Definitions

In these General Terms and Conditions, the following terms mean:

**Other party:** the party, under whatever denomination, that signed an agreement with Aircraft Maintenance & Training School for the supply of an activity;

**Parties:** the other party and Aircraft Maintenance & Training School

**Activity:** training courses, EVC procedures, seminars, congresses, study days, organizational advice, research, lectures, workshops, but also the supply and/or execution of related services and/or similar activities by Aircraft Maintenance & Training School;

**Materials:** all systems, models, schemes, programs, tools and documents that are made available as part of the execution of an agreement to Aircraft Maintenance & Training School or is made available by the latter to the other party;

**Equipment:** all machines and installations, including the so-called peripherals used to store or process data on information carriers, including all related parts;

**Offer:** The offer and/or agreement under whatever denomination.

### Article 2. Application

1. Unless otherwise agreed in writing, the General Terms and Conditions of Aircraft Maintenance & Training School apply to all offers between Aircraft Maintenance & Training School and the other party, insofar as Aircraft Maintenance & Training School declared these Terms and Conditions applicable.

2. Deviations of these Terms and Conditions only apply if and insofar as Aircraft Maintenance & Training School confirmed them in writing and even then exclusively apply to the offer or supply for which they were agreed upon.

3. By signing an offer, the other party accepts the application of the Terms and Conditions of Aircraft Maintenance & Training School. The general terms and conditions of the other party, whatever its denomination, do not apply. Insofar as these terms and conditions had been declared applicable before, insofar as necessary these terms and conditions are still explicitly excluded.

4. In addition to and whenever required in defect of these Terms and Conditions, specific stipulations apply with regard to training programs organized under the Professional Education Law. These will be laid down in a separate agreement between the other party and Aircraft Maintenance & Training School.

5. Aircraft Maintenance & Training School is authorized to unilaterally modify these Terms and Conditions. Such modifications will apply to all agreements signed with the application of the present Terms and Conditions.

### Article 3. Offer and acceptance

1. All offers, in whatever form, are free of obligations for Aircraft Maintenance & Training School, unless they include a period for acceptance.

2. An agreement only then becomes binding after both parties will have duly signed the applicable offer.

3. In the offer Aircraft Maintenance & Training School will indicate in what period the execution of the activity can get started.

4. Aircraft Maintenance & Training School has the right to refuse the other party, if Aircraft Maintenance & Training School is of the opinion that the other party does not comply with the stated selection criteria.

### Article 4. Tariffs and costs

1. The price or prices given in the offer are exclusive of turnover taxes unless explicitly stated differently.

2. Unless explicitly stated differently in writing, the residence costs, per Diem costs and acquisition costs of prescribed literature are to be paid by the other party, unless otherwise stipulated in the offer.

3. All agreed activities of Aircraft Maintenance & Training School will take place from Monday to Friday between 08:30 A.M. and 05:00 P.M., excluding Bank holidays. Costs for activities that, upon the request of the other party, are organized outside the above period, will be charged to the other party.

Aircraft Maintenance & Training School reserved the right, in case of an increase of the cost determining elements, including increases in price as the consequence of increases in wages, social security costs, taxes and/or other charges, after the time of the offer or the establishment of the agreement, to modify the agreed tariffs accordingly. Aircraft Maintenance & Training School will do this based among others on the consumer price index of the CBS (Central Bureau on Fundraising).

4. Increases in tariffs will never give rise to any compensation and can in no way whatsoever lead to a dissolution of the agreement.

### Article 5. Payments

1. Unless agreed otherwise and in writing, the payments to and by Aircraft Maintenance & Training School must take place within 30 days after the date of the invoice.

2. The payments made by the other party aim at the settlement of all interests and costs due and then to the longest outstanding payable invoices, even if the other party mentions that the settlement refers to a later invoice.

3. In case the other party does not pay within the agreed delays, it is as of right in omission. Without formal notice Aircraft Maintenance & Training School has the right to charge an interest that amounts to 1.5% per month, never amounting to more than the legally allowed commercial interests.

4. In case of default of the other party with regard to its payment obligations,

notwithstanding the stipulations in article 5.3, Aircraft Maintenance & Training School has the right to suspend or even dissolve the agreement, without prejudice to the right by Aircraft Maintenance & Training School to claim damages for failure to perform.

5. All legal and extra legal collection costs incurred by Aircraft Maintenance & Training School will be payable by the other party. Aircraft Maintenance & Training School will not be required to present proof thereof.

### Article 6. Guarantees

1. At all times prior to starting the execution of the agreement, or to continue executing it, Aircraft Maintenance & Training School is entitled to require from the other party whatever it considers sufficient guarantees in complying with its payment duties.

2. Furthermore Aircraft Maintenance & Training School is entitled to suspend the further execution of the agreement. By default of the other party to comply with its payment obligations, or when the other party does not comply with its obligation to provide a security, the one or the other does not limit the right by Aircraft Maintenance & Training School to claim damages for late, or as the case may be non execution of the agreement.

### Article 7. Publicity

1. Publicity with regard to the activities carried out and/or the amounts of the invoice must be communicated to Aircraft Maintenance & Training School within 15 days.

2. Publicity does not suspend the payment obligations by the other party.

3. In case of a justly brought out publicity, the other party has the choice between modification of the fees charged, the correction free of charge or once more executing the corresponding activity or the complete or partial non execution of the mandate against diminishing pro rata the fees or course fees already paid or to be paid.

### Article 8. Term of delivery

1. The time frame in which or the moment on which Aircraft Maintenance & Training School will carry out the agreed activity, is fixed supposing that the circumstances under which the activity will take place, will not change after the acceptance of the mandate.

2. The delivery delays can never be considered as final delays, unless explicitly agreed otherwise.

### Article 9. Additional activities

1. For the size and the type of the agreement, the offer by Aircraft Maintenance & Training School is binding.

2. In case, in the interests of the other party, for the adequate execution of the agreement or the correct execution of the training course, Aircraft Maintenance & Training School will (regardless of the reason of the necessity) for the account of the other party carry out more work than what was agreed upon in writing. In such cases, Aircraft Maintenance & Training School immediately informs the other party in writing, stating the costs of the additional work.

### Article 10. Execution

1. Aircraft Maintenance & Training School will carry out the agreed activity with the utmost care and act in the interests of the other party to the best of its knowledge. However, Aircraft Maintenance & Training School cannot grant any guarantee as to obtaining the results aimed at. This is only possible when prior and written other agreements were made in this respect.

2. Aircraft Maintenance & Training School retains the right to refuse a participant in case he/she does not comply with the entry level criteria of Aircraft Maintenance & Training School.

3. Aircraft Maintenance & Training School is entitled to modify the program for the activity and/ or in the executing team or as the case may be, the teaching team should this be necessary to carry out the activity, in order to carry out the activity.

4. In case the activity needs carrying out on the premises of the other party, the other party must make available the necessary work spaces, tools and other training aids and facilities as agreed. These spaces will be made available exclusively to Aircraft Maintenance & Training School during the execution of the activity.

5. Aircraft Maintenance & Training School is entitled to enroll other students than the students from the other party, if any seats are left unspoken for by the other party before the start of the course.

### Article 11. Cancelling

1. The other party has the right to cancel the agreement until 30 days after the signing of the agreement. In that case, the other party will be indebted to Aircraft Maintenance & Training School the amount of € 249,00 administrative costs. Besides these, additional costs already made by Aircraft Maintenance & Training School at that moment (e.g. study materials, licenses ordered) will be invoiced separately to the other party.

2. In case the other party cancels the agreement after the delay of 30 days (see 11.1) the other party will be held to comply with its obligations as per the agreement and the agreed price remains due in its entirety.

3. Postponement and/or modification of a planned activity by the other party is only possible until 14 days before the planned activity. In case of postponement and/or modification of a planned activity within 14 days before the planned activity, the entirety of the costs related to the activity (e.g. trainers already contracted, the booking of the location, the redrafting of participation agreements) will be invoiced to the other party. Aircraft Maintenance & Training School then retains the right to move the planning to retain the quality of the activity (course) to be started.



#### Article 12. Secrecy

1. Aircraft Maintenance & Training School and the other party commit themselves to secrecy on all that comes to their notice during the execution of the activities and that is confidential by nature or even of what they can reasonably assume to recognize the confidential character.
2. Aircraft Maintenance & Training School and the other party will only break the secrecy as described in 12.1 based on legal grounds or in agreement with the other party.
3. Aircraft Maintenance & Training School and the other party guarantee each other back and forth that the necessary care and secrecy will be taken into account when dealing with the information shared between them. Aircraft Maintenance & Training School and the other party are not entitled to use in whatever way the trade names and brands of the other party without the other party having given explicit permission to do so.
4. Each of the signing parties can disclose, both oral and in writing, valuable information to the other about ideas, products and processes that have been shown to each other in whatever way. Such information is considered as being confidential unless it is indicated in writing that the information is not confidential. The undersigned who receives the confidential information will not use it in any way, nor divulge it to any third party. This obligation does not apply in case it can be proven in written pieces that:
  - i) the confidential information has already been known publicly without this being attributed specifically to the receiving party;
  - ii) the information is already known by the receiving party prior to receiving it; or
  - iii) the information is communicated to the receiving party by a third party that has the right to disclose the information.
5. When violating any of the above stipulations, the agreement can be ended as per immediately. The parties are then entitled to recover from each other demonstrable damages suffered in relation to the above.

#### Article 13. Intellectual property

1. The copyrights, all commercial exploitation rights including all other intellectual rights on the materials made available by Aircraft Maintenance & Training School remain at all times with Aircraft Maintenance & Training School or its assignees, unless otherwise agreed, explicitly and in writing. It is also allowed to Aircraft Maintenance & Training School to communicate to third parties or to commercialize the courseware and the concepts in whatever form, directly and indirectly, completely or partially, with the exception of those parts and sections of the materials that contain company information of the other party.
2. Multiplication and/or making public of the materials as meant in the above section by the other party is not allowed.
- 13.3 The use by third parties of the materials made available by Aircraft Maintenance & Training School is not allowed.
- 13.4 The other party is never entitled to any further or other use of the materials made available by Aircraft Maintenance & Training School than such use as previously agreed upon. Should nothing be agreed in this respect, then the first use will be considered the agreed use.
- 13.5. The other party is not entitled to modify or to adapt the materials made available by Aircraft Maintenance & Training School.
- 13.6 With regard to the data given by the other party to Aircraft Maintenance & Training School in order to have it processed, made public and/or multiplied with the help of apparatus from Aircraft Maintenance & Training School, the other party is responsible that no infringement is made to legal prescriptions and/or protective rights by third parties. The other party will safeguard Aircraft Maintenance & Training School from all claims by third parties c.q. for the direct and indirect consequences, financial and others that result from the publication or multiplication.

#### Article 14. Premature ending of the agreement and shortcomings

1. Premature ending (before the planned end of the agreement) is only possible if both parties agree to the premature ending. In case of a premature ending of the agreement in mutual consent, the sums already paid in advance will be refunded to the extent in which they refer to a period after that last organized activity. The costs for the materials made available and other costs will, however, be subtracted.
2. The absence in lessons by the other party or the definitive exclusion from an activity does not entitle the other party to a complete or partial refund of possibly made payments and neither does it discharge the other party from future payment obligations.
3. In case one of the parties does not comply adequately or timely with the obligations resulting from this agreement, this party will first in writing and per registered mail be declared in default and given a delay of 31 calendar days to undo the shortcoming and its consequences. If this party does not live up to its obligations within the delay given, the other party is entitled to either to suspend the (further) execution of the agreement, or either to repudiate entirely or partially the agreement without legal intervention, without prejudice to the other rights that party is entitled to, including the right to claim the payment in full of the amounts stated in the signed agreement and/or additional damage claims.
4. In case of a filing for bankruptcy, request for suspension of payment, or the complete or partial liquidation of the company, the concerned party is deemed to be in default ipso jure. The other party is entitled to either suspend the (further) execution of the agreement, either to entirely or partially repudiate the agreement without legal intervention, without prejudice to the other rights that party is entitled to, among others the right to claim full payment and/or compensation for damage.
5. In all cases mentioned in sections 2 and 3 of the present article, all open claims that Aircraft Maintenance & Training School has at that moment on the other party will immediately be completely liable for payment.
6. When the agreement between the other party and Aircraft Maintenance & Training School is not continued or is ended intermediately with the consent of both parties, the consequences will thus be agreed that the participation agreement already signed (practice agreements and/or educational agreements) will be complied with, but that no new participation agreements will be signed. The parties will consult one another concerning the further consequences.
7. At all times, Aircraft Maintenance & Training School retains the right to dissolve the agreement without legal intervention in case the other party or one of its directors, partners or staff in the competence of the other party comes in trouble with the law or in the past

eight years was connected to an attributable infringement. Participation agreements (practice agreements and/or educational agreements) will be complied with, but no new participation agreements will be signed.

#### Article 15. Responsibility

1. Except for conscious recklessness or gross culpability by the directors, managers or staff of Aircraft Maintenance & Training School, Aircraft Maintenance & Training School cannot be held accountable for direct or indirect damage, consequential damage, costs or interests suffered by the other party or any third party as the consequence of acts of negligence by the aforementioned members of staff nor by other subordinates of Aircraft Maintenance & Training School, nor even by persons Aircraft Maintenance & Training School called upon for the execution of the agreement.
2. Should Aircraft Maintenance & Training School be held responsible by virtue of the previous member, this responsibility is in any case limited to the amount for which it has insured its responsibility, at any rate could have reasonably insured. In case the damage is not covered by the insurance or the insurer does not proceed to payment, the responsibility of Aircraft Maintenance & Training School is limited to maximally three times the amount of the fees for the mandate in question with a maximum of € 25,000.00. For the determination of the fee are only taken into account the amounts invoiced and paid by the other party at the moment the damage causing the event took place.
3. Aircraft Maintenance & Training School is not responsible for damage resulting from theft or loss.
4. Aircraft Maintenance & Training School is not responsible for possible mistakes in the (courseware) materials supplied.
5. Aircraft Maintenance & Training School is not responsible for not obtaining possible subsidies, the faulty application of the Wet Vermindering Afdracht and/or similar (fiscal) benefits, nor the recovery of received subsidies or benefits.

#### Article 16. Non-eligible default (act of God)

1. In case the execution of the agreement in total or just in part is prevented by an act of God, Aircraft Maintenance & Training School is entitled to suspend the execution or to cancel the agreement entirely or in part in so far as the agreement was not yet executed entirely or in part and to claim payment for all executed activities, without Aircraft Maintenance & Training School being held to any payment for damages to the other party.
2. Under an act of God as meant in the present article is understood: all circumstances that suspend either permanently or temporarily the compliance with the agreement and that cannot be charged to Aircraft Maintenance & Training School, but also, in so far as they have not been included in the above: war, danger of war, civil war, insurgency, strike, fire, limiting government measures of whatever kind, failure entirely or in part of a third party that is involved in the execution of the agreement and serious disturbance within the organization of Aircraft Maintenance & Training School or of its suppliers.

#### Article 17 Applicable laws, complaints and litigation

1. Only the Dutch laws are applicable on all and any agreements on which these terms and conditions are applicable entirely or in part.
2. All litigation that should arise as a result of an agreement or agreements with Aircraft Maintenance & Training School, or be it other agreements that result from these, will – if not settled out of court – be discussed by the authorized judge of the administrative district of Breda.
3. The representatives of the EASA (CAA--NL), CASA and CAA Mongolia and ministry of education and, if contractually agreed to, the customers representatives have the right to access the premises of Aircraft Maintenance & Training School, the MTO's facilities and those of subcontractors or customers where (part of) the training is conducted, to verify the compliance with regulatory or contractual requirements.

#### Article 18 Final clause

The invalidity of one or more clauses in these Terms and Conditions in no way whatsoever affects the validity of all other clauses.