

## GENERAL TERMS AND CONDITIONS

(as of June 2023)

### 1. Scope

- a) These General Terms and Conditions, hereinafter referred to as GTC, apply to all services provided by KaPAirCo Aviation GmbH, Limburgerstr. 65, 04429 Leipzig/Germany - hereinafter referred to as KaPAirCo - exclusively to entrepreneurs, legal entities under public law or special funds under public law within the meaning of § 310 (1) of the German Civil Code (BGB), hereinafter referred to as the client.
- b) We do not recognise any terms and conditions of the client that conflict with or deviate from these GTC unless we have expressly agreed to their validity in writing.
- c) Individual agreements made with the client in individual cases (including ancillary agreements, supplements and amendments) shall take precedence over these GTC. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.

### 2. Conclusion of contract

In principle, a contract is concluded through the legally binding acceptance of an offer by KaPAirCo by the client.

### 3. Documents provided

KaPAirCo reserves the property rights and copyrights to all documents provided to the client in connection with the order - including in electronic form - such as calculations, drawings, etc. These documents shall not be made accessible to third parties unless KaPAirCo gives its express written consent.

### 4. Duty to cooperate

- a) The client is obliged to support KaPAirCo to the best of its ability, in particular to provide all information and documents required for the execution of the order and to create all the necessary conditions in its business organisation for the proper execution of the order. KaPAirCo may rely on the accuracy of all information and documents.
- b) The client is also obliged to name one or more persons to KaPAirCo who are authorised to make all binding declarations on behalf of the client that are necessary for the performance of the service owed.

### 5. Remuneration, expenses and terms of payment

- a) Unless otherwise agreed, the customary remuneration and the reimbursement of expenses in the customary amount shall be deemed agreed. Value added tax (VAT, USt.) shall be charged at the respective statutory rate.
- b) Unless otherwise agreed, KaPAirCo is entitled to invoice for the services provided every 14 days after the start of the contractual relationship. Remuneration is due immediately after invoicing.
- c) In addition to the fee claim, KaPAirCo is entitled to reimbursement of all expenses and outlays that are necessary to provide the services owed.
- d) With the payment of invoices by KaPAirCo by the client, the claims asserted with the respective invoice are deemed to be accepted. There is no entitlement to a refund.

- e) Objections to KaPAirCo invoices must be raised within four weeks of receipt at the latest. Later objections are excluded.
- f) If the order is terminated before it has been fully executed, KaPAirCo will receive a share of the remuneration corresponding to the scope of the services it has provided up to the termination of the order.
- g) If the contract is terminated prematurely for reasons for which the client is responsible, KaPAirCo is additionally entitled to 90% of the remuneration to which it is entitled for this period for the period from the termination of the contract until the expiry of the agreed ordinary notice period. The contracting parties are at liberty to prove a lesser or greater loss.

## **6. Terminations and Cancellations, Termination of the Order**

- a) In principle, the contractual relationship cannot be terminated before the service has been provided. Unless otherwise agreed, the contractual relationship may be terminated by either contracting party with 14 days' notice to the end of the month. The termination must be in writing in order to be effective.
- b) The order placed ends with the provision of the services owed. If KaPAirCo notifies the client in writing that all services owed have been provided in full, the client can no longer demand the provision of further services if it does not object in writing to the incompleteness of the services provided within four weeks of receipt of KaPAirCo's written statement.

## **7. Rights to the work products**

- a) KaPAirCo is exclusively entitled to all copyrights and rights from supplementary protection under competition law to all documents produced by KaPAirCo for the provision of the services owed.
- b) The client is only permitted to use, copy and publish such work results produced by KaPAirCo for the provision of the services owed (e.g. manuals, process descriptions, expert opinions, presentations, training documents, etc.) for its own operations for the purposes stipulated in the contract.
- c) The transfer of KaPAirCo's work results to third parties requires KaPAirCo's written consent, unless the consent to transfer already results from the content of the order or there is a legal, official or judicial obligation to transfer or disclose the work results.

## **8. Right of retention**

- a) KaPAirCo has a right of retention to the documents provided to it by the client for the purpose of providing the services owed until the complete fulfilment of its claims arising from the contractual relationship. This right of retention does not apply if and to the extent that this would cause disproportionate damage to the client, even taking into account KaPAirCo's interest in performance.

## **9. Confidentiality**

- a) KaPAirCo is obliged to maintain secrecy about all facts that become known to it and its employees in connection with its work for the client, regardless of whether they concern the client itself or its business connections, unless the client releases KaPAirCo from the obligation to maintain secrecy.
- b) KaPAirCo is obliged to process or have processed personal data entrusted to it only within the scope of its activities in connection with this order. KaPAirCo undertakes to contractually oblige its employees to maintain confidentiality. If third parties are involved, KaPAirCo must impose corresponding obligations on the subcontractor.
- c) The duty of confidentiality does not apply insofar as disclosure is necessary to protect the legitimate interests of KaPAirCo. KaPAirCo is also released from the duty of confidentiality to the extent that it is obliged to provide information and cooperation under the terms of its professional liability insurance.

## 10. Liability and limitation

- a) KaPAirCo guarantees the proper execution of the contractually agreed services. In the event of warranty claims by the client that are recognised by KaPAirCo, KaPAirCo will remedy the situation at its own discretion.
- b) KaPAirCo's liability for damages to the client is excluded unless it is based on an intentional or grossly negligent breach of duty; in the event of negligence, the amount of liability is limited to EUR 250,000.00 per claim. KaPAirCo is, however, liable for damages resulting from culpable injury to life, body or health as well as for damages resulting from culpable breach of essential contractual obligations (so-called cardinal obligations); in the case of the latter, however, liability in the event of slight negligence is limited to the amount of the typical contractual damages foreseeable at the time of conclusion of the contract.
- c) KaPAirCo is not liable for loss of production or loss of profit by the client. Unless expressly agreed otherwise in writing, liability for the success or achievement of specific goals of the client is generally excluded.
- d) All claims of the client against KaPAirCo arising from the contractual relationship are subject to a limitation period of 2 years. Notwithstanding this, the statutory limitation period of 3 years applies if KaPAirCo is guilty of intent.

## 11. Final provisions

- a) Amendments and supplements to these GTC must be made in writing to be effective.
- b) In the event of disputes, the law of the Federal Republic of Germany shall apply.
- c) The place of jurisdiction for all disputes arising from or in connection with these GTC and the activities covered hereunder shall be Leipzig.

Leipzig, June 2023, KaPAirCo Aviation GmbH