



**Ciconia Aviation Services B.V.**

## **GENERAL TERMS AND CONDITIONS**

**Issue d.d. 20 March 2015**

### **Article 1. General**

1. These conditions apply to every offer, quotation and agreement between Ciconia Aviation Services B.V., hereinafter referred to as "the Organisation", and the Client to which these terms and conditions apply. Any deviations to these terms and conditions should be agreed in writing by the Organisation and the Client.
2. The purchase conditions or other conditions of the Client are only applicable in the event that this is explicitly agreed in writing by the Organisation and the Client.
3. Should any provision of these terms and conditions at any time become wholly or partially invalid or void, the other or remaining terms and conditions will remain in force. The Organisation and the Client will in good faith enter into negotiations to agree new provisions to replace the invalid or void agreements, as much as possible with the purpose to preserve the contents and intent of the original provisions.
4. No failure or delay in exercising any right, power or privilege under these terms and conditions by the Organisation shall operate as a waiver thereof.

### **Article 2. Quotations and offers**

1. Prices in the quotation or offer are exclusive of VAT and other government levies and costs, including travel and subsistence, postage and administration costs, unless otherwise specified.

### **Article 3. Training services**

1. A training participant can register by means of a Registration Form. Upon receipt of the registration form confirmation will be acknowledged through sending of an invoice. Training participants booking and acceptance is confirmed upon receipt of payment in full.
2. The invoice will have to be paid at least 14 calendar days before the course start date and in any case no later than 30 days from the invoice date.
3. In case the complete payment is not received prior to the course start date, the Organisation reserves the right to deny access to the training course.
4. Cancellation of attendance by training participant

In the event of a training participant cancelling his/her booking for a training, the following charges will apply:

- 4 calendar weeks prior to commencement of training course: no charge
- 2 – 4 calendar weeks prior to commencement: 50% of full training fee
- Less than 2 calendar weeks prior to commencement: full training fee

The cancellation of a training registration must be received in writing via email to [info@ciconia-aviation.com](mailto:info@ciconia-aviation.com).

5. Cancellation of courses by the Organisation

The Organisation reserves the right to cancel its training courses at any time and for any reason including cases of insufficient number of participants, in which case the training participants will be notified at the earliest opportunity and will receive a full refund of the course fees paid.

The Organisation will make all reasonable efforts to prevent courses from being cancelled but reserves the right to cancel, postpone or alter training courses at any time if this is for reasons outside their control, including but not limited to illness, natural disasters, accidents, strikes, acts of terrorism, hostilities etc.

Any course fees paid will be refunded but the Organisation cannot be held liable for any direct or indirect loss suffered by the training participant due to a training course being cancelled.

6. Substitution policy

A registered training participant may be substituted by another participant without any additional costs. This substitution is possible up to five days before training course commencement. The Organisation must be informed in writing via email to [info@ciconia-aviation.com](mailto:info@ciconia-aviation.com).

7. Transfer policy

Training participants may request to transfer their registration to another training course session (the same training course, but at a different time). This may be requested once per participant, 14 days before commencement of the training course and will be free of charge. The Organisation must be informed in writing via email to [info@ciconia-aviation.com](mailto:info@ciconia-aviation.com).

8. Course Material

Each participant will be provided with electronic handouts of the training course material presented to him/her. Additional material may be distributed which may consist of reference material, procedures, legislation and regulations, examples etc. Training participants are not allowed to scan or reproduce any such material without the Organisation's explicit permission, use such material in any way for providing training to others, whether it is for profit or not, or to make such material available to anyone who is known or suspected of using it for providing training to other parties. All course materials are owned either by the Organisation or a third party.

**Article 4. Contract/agreement duration, risk transition, Execution and changes to the agreement; price increases**

1. The agreement between the Organisation and the Client is entered into for a fixed period, which will expire upon receipt of all payment fees and completion of the training course, unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing.

2. The Organisation has the right to engage third parties for certain work. The applicability of Article 7:404, 7:407 and 7:409 paragraph 2 Burgerlijk Wetboek (Dutch Civil Code) shall be expressly excluded.
3. If the Organisation or third parties engaged by the Organisation perform the work under contract agreements at the location of the Client or a location designated by the Client, the Client shall provide free of charge reasonable facilities for the Organisation to perform the work.
4. The client makes sure that all data, which the Organisation indicates that is necessary or which the Client reasonably understands that is necessary to perform the work, will be provided in time to the Organisation. When the required data to needed to perform the work is not provided in time, the Organisation is entitled to suspend the work to be performed, or charge the Client additional costs using the applicable fees for any delays or extra work caused by missing, incorrect or wrong data from the Client. The Organisation is not liable for damages of any kind arising out of work performed on the basis of incorrect or incomplete information provided by the Client.
5. When the Organisation and the Client have agreed on a fixed fee or fixed price, the Organisation is always entitled to increase this fee or price without the Client being entitled to dissolve the agreement, when the increase of the fee or price results from a power or obligation by law or regulation, or from an increase in the price of raw materials, wages etc. or on other grounds which were reasonably not foreseeable at the moment the agreement was made.

**Article 5. Suspending, dissolution and provisional termination of the agreement**

1. The Organisation is entitled to dissolve or suspend the agreement, when the Client does not comply with the obligations of the agreement. If the Client at the conclusion of the agreement was requested to provide security for the fulfillment of his obligations, and this security is not provided or is provided with a delay, then the Organisation is no longer bound to perform the agreement as originally agreed, provided that any security paid to the Organisation is refunded to the Client.
2. Furthermore, the Organisation is entitled to terminate the agreement if circumstances arise of such nature that fulfillment of the contract becomes impossible.
3. If the agreement is dissolved, the claims of the Organisation to the Client immediately become due and collectable. If the Organisation suspends the obligations, the Organisation shall retain the rights by law and the agreement.
4. If the Organisation is to suspend or dissolve the agreement, the Organisation is in no way liable for damages and costs incurred in any way.
5. If the dissolution is attributable to the Client, the Organisation is entitled to compensation for damages, including costs, directly and indirectly.
6. In the event of liquidation, (application of) receivership or bankruptcy or sequestration of the Client – if or as far as the sequestration has not been canceled within three months -the Organisation is free to terminate or cancel the order or agreement with immediate effect,

without any obligation to pay any damages or compensation. The claims of the Organisation in that case are immediately due and payable.

#### **Article 6. Force majeure**

1. The Organisation is not obliged to perform any obligation to the Client if such is prevented by an event of Force majeure.
2. Force majeure is in these terms and conditions, apart from what the law and jurisprudence states, all external causes, foreseen or unforeseen, which is outside the Organisation's control, and which makes the Organisation unable to fulfill its obligations under the agreement.
3. The Organisation may, during the period of force majeure, suspend its obligations. If this period lasts longer than two months, then each party is entitled to terminate the agreement without any obligation to pay damages to the other party.
4. In so far as the Organisation at the time of the force majeure has partially fulfilled its obligations under the agreement, and such fulfillment has an independent value, the Organisation shall be entitled to already separately bill the fulfilled work or services. The Client is obliged to pay this invoice as if it were a separate agreement.

#### **Article 7. Payment and collection costs**

1. Payment must always be made within 30 days after the invoice date, in a manner to be specified by the Organisation in the currency of the invoice, unless otherwise indicated by the Organisation. The Organisation is entitled to periodic billing.
2. If the Client defaults in the timely payment of an invoice, then the Client is legally in default. Interest on unpaid amounts shall be 1.5% per month. The interest on the due amount will be calculated from the time the Client is in default, until the moment of payment of the complete invoice.

#### **Article 8. Intellectual Property**

1. Notwithstanding Article 3.8, any materials or other relevant documents prepared and furnished by the Organisation in relation to the agreement are strictly for the use of the Client in furtherance of the expressed objectives of the agreement. The information contained in such documents shall, upon creation, become the property of the Organisation who will grant a limited license to the Client to use the information for its own purpose in relation to the agreement. Save as described in Article 3.8, it is agreed that the Client shall not copy, publish or otherwise disseminate or use any such documents or their contents to any third party or for any other purpose than the performance of the agreement without the prior written permission of the Organisation.
2. Nothing herein will be construed as a grant of a license or an assignment (by implication, estoppel or otherwise) by the Organisation to the Client of any intellectual property rights, unless expressly provided for in the agreement.

**Article 9. Warranty, research and advertisement, statutory limitation terms**

1. The Client is obliged to investigate the delivered service, immediately at the moment that such are made available and the relevant activities are carried out. It is the Client's responsibility to investigate whether the quality and / or quantity of delivered services corresponds with what was agreed and meets the requirements of the Client.

**Article 10. Liability**

1. The Organisation will only be liable for any claims, losses, damages and judgment, including (legal) costs and expenses incidental thereto resulting from the performance of any requested services in any kind whatsoever ("Losses") where such Losses are attributable to the Organisation's gross negligence or willful misconduct.
2. The Organisation is not liable for damages under this agreement where such damages are attributable to the provision of incorrect or incomplete information by the Client to the Organisation.
3. In any event, the Organisation's liability shall be limited to the amount its insurer pays out to the Organisation under the Organisation's insurance (as set out in Article 10.5) in the event of an insurance claim by the Organisation as a result of a loss suffered or incurred by the Client in relation to performance of services. If and when, for any reason whatsoever, the insurance does not make any payment, the Organisation's liability shall be limited to the value of the invoice for the relevant requested services.
4. In no event shall the Organisation be liable for any indirect, incidental, consequential, or similar damages as a result of the performance of the requested services, such as – but not limited to – any direct or indirect loss of anticipated profits or revenue.
5. The Organisation has a professional indemnity insurance policy in place annually covering the amount of Euro 500,000.- per event and in aggregate, to insure any damage as set out herein.

**Article 11. Safeguarding**

1. The Client shall indemnify the Organisation for any claims by third parties in connection with the performance of the requested services, where such damages are not attributable to the Organisation.

**Article 12. Applicable Law**

1. Any agreement between the Client and the Organisation shall be governed by the laws of the Netherlands. All disputes between parties shall be submitted to the competent court in Amsterdam, the Netherlands.

**Article 13. Location and changes Terms and conditions**

1. These conditions are also referred to in the Organisation's offers, quotes and on its website. The last registered version or the version valid at the time of conclusion of the legal relationship with the Organisation always applies.