

GroupEAD Europe S.L. Training Services Terms & Conditions

GroupEAD

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Valid for

GroupEAD Europe S.L.

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Madrid, February 16th 2016,

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Scope of the Document

This document covers GroupEAD Europe S.L. Training Services only.

For all other operational, consultancy and project related Services of GroupEAD Europe S.L. a separate document applies.

This document sets forth the general terms and conditions under which GroupEAD Europe S.L. (“GroupEAD”) will provide or arrange Training Services to be provided as described in “GroupEAD Training Catalogue – AIM Training – ADQ Training” or dedicated Agreement between GroupEAD and Customer.

For Training Services provided to EUROCONTROL specific Terms and Conditions as contracted apply.

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1 Definitions

“Customer” means the organization for which GroupEAD shall provide Training Service according to the details and schedule in the signed Agreement with that organization.

"Documentation" means the Documentation / Training Material to be provided by GroupEAD during the provision of the Training Service to the customer. All Documentation shall exclusively be in English language.

“Enrolment” means the written announcement by the Customer – either by e-mail, letter or registry through GroupEAD Homepage via Internet – to acquire / order particular Training Service from GroupEAD.

“GroupEAD” means GroupEAD Europe S.L., registered at Parque Empresarial San Fernando, Avenida de Castilla 2, Edficio Francia, 2 piso, 28830 San Fernando de Henares – Madrid, Spain with all its units.

“Offer” means the GroupEAD quotation, proposal or bid together with all its attachments, presented to Customer offering the performance of the Training Service.

“Order” means the purchase order placed by Customer and accepted by GroupEAD; the Order shall make reference to the respective GroupEAD Offer and to any agreed deviations to it. Such Offer including all its attachments, in particular these General Provisions, shall be an integral part of the Order.

“Party” means individually GroupEAD or the Customer; jointly are referred to as “the Parties”.

“Statement of Training Service” means the conditions, standards and procedures related to the performance of the Training Service and to be implemented by GroupEAD and/or the Customer as described more in detail in the Offer or its attachments.

“Training Service” means the scope of delivery offered by GroupEAD to the customer and finally agreed through the Customers order and accepted by GroupEAD.

"Specifications" means the Training Service specification and the Statement of Training Service negotiated and mutually agreed under the Order.

2 Order

2.1 Acceptance of Order

The Order placed by Customer to GroupEAD requires the written acceptance by GroupEAD to come into force and shall, among others, specify the price, the payment terms and the delivery time. It shall list all documents – if any – that are applicable to the Order indicating their order of precedence. Unless otherwise agreed, the Terms and Conditions set forth in the Order shall have precedence over the Offer, the Specifications and these Training Services Terms & Conditions. The negotiated and finally agreed changes between GroupEAD and Customer shall prevail to Customer's tender conditions and tender specifications – if any. Any standard conditions of Customer are not applicable.

2.2 State of the Art Training Service

The Training Service shall be state of the art at the time the Order comes into force. GroupEAD shall adhere to its quality standards, procedures and working practices in the performance of the Training Service.

3 Delivery, Force Majeure, Risk and Customer None-Performance

3.1 Time Schedule of Training Service Delivery

The Training Service shall be executed in accordance with the agreed time schedule set forth in the Order. Timely performance by GroupEAD is conditional upon timely fulfilment of Customer's obligations set forth in the Order, including the provision of all information, items, documents, provisions, approvals etc. to be furnished by Customer in accordance with the Offer, official permits to have the Training Service supplied and the observance of the terms of payment.

3.2 Force Majeure

Where cases of force majeure doesn't allow GroupEAD to deliver as scheduled or to fulfil any other obligation under the Order, the time for such delivery or obligation shall be extended adequately. Cases of force majeure are such as, but not limited to, armed conflicts, terrorist acts, riots, labor or industry disputes, embargoes, Government or judicial interventions and prohibitions including rejection of permits, Acts of God and force majeure of a subcontractor – if any. The affected Party shall keep the other Party informed of and during a force majeure case.

3.3 Risk of Loss or Damage

Risk of loss or damage of shipped documents and materials shall be transferred to Customer.

3.4 None-Performance by Customer

In the event of non-performance by Customer of one or more of its obligations under the Order, GroupEAD is entitled, in addition to any other rights and remedies granted under the Order or by law, to suspend delivery of the Training Service and charge Customer for direct costs arising from such non-performance, including any litigation and reasonable attorney expenses.

3.5 None-Performance of GroupEAD

Acceptance will be performed by the Customer. The Customer will prepare an acceptance report. In case of bad or low performance or none-performance of GroupEAD, GroupEAD will have to arrange appropriate measures in due time to complete the Training Service as ordered by the Customer.

3.6 Supervision on Training Service Delivery

GroupEAD shall carry out supervision of the delivery of the Training Service as described in the Offer.

4 Price and Payments

4.1 Contractual Price and Currency

The contractual price for the Training Service and the payment milestones are specified in the Order. Prices cover the costs of the training including all documentation. The training fees stated apply to each trainee and are specified in the respective course description.

The currency shall be in EURO. Agreement of another currency must be done in written latest together with the acceptance of the order by GroupEAD.

Prices listed in the “GroupEAD Training Catalogue – AIM Training – ADQ Training” are valid for both locations of Frankfurt or Madrid. Prices for other locations are subject to Agreement.

Discount on prices is available based on increased number of participants.

4.2 Taxes and Fees

All prices are based on net values/prices and are exclusive of all taxes and all other government excise on sales or use or occupation, customs or duties now in force or enacted in the future. Any such charges shall be in addition to agreed prices specified for Training Services hereunder and will be displayed in the respective invoice.

In cases of withholding tax only such amount is payable by GroupEAD which can be reimbursed from Spanish respectively German authorities in accordance with an existing double-taxation agreement. Customer shall notify GroupEAD as soon as it is aware that such tax may be applied and shall support GroupEAD with all reasonable data to be provided to the corresponding authorities, including proof of payment of such withholding tax.

As far as the training course is conducted at the customer’s location the customer is responsible for clarifying all rules that have to be considered for invoicing by GroupEAD and which are related either to local tax rules or to the double tax Agreement between Germany and State of Customer location (in case one exists). These charges have to be paid by Customer to full extent.

4.3 Costs not included in Offer

Costs of applying to the Training Service any standards, regulations, requirements, special documentation, translations or any specific approvals in Customer’s country, other than the ones explicitly mentioned in the Specifications or the Offer are not included in the price.

4.4 Terms of Payment

Payment shall be within 30 calendar days from the reception date of the invoice. In case of up-front delivery of the invoice via mail, reception date is “date of e-mail sent plus 1 (one) calendar day”.

4.5 Payment Overdue

If Customer fails to meet the terms of payment for reasons not attributable to GroupEAD, GroupEAD is entitled, to raise a 5.0 % p.a. interest for default without prejudice to any other rights granted herein or at law as applicable in the statutory law of GroupEAD country of registration, which at present is Spain.

5 Postponement Policy

5.1 Contract value up to Euro 2.500

For training contracts of a value of up to Euro 2.500,00 the following postponement fees will apply for postponements requested by the customer:

- Request stated 21 to 7 calendar days prior to scheduled start of training will lead to 25% postponement fee based on training contract volume
- Request stated 6 to 3 calendar days prior to scheduled start of training will lead to 50% postponement fee based on training contract volume
- Request stated 2 calendar days or less prior to scheduled start of training will lead to 75% postponement fee based on training contract volume

In case postponement cost for travel arrangements for trainer occur, those postponement cost plus a 10% handling fee will apply in addition.

5.2 Contract value higher than Euro 2.500

For training contracts of a value higher than Euro 2.500,00 the following postponement fees will apply for postponements requested by the customer:

- Request stated 21 to 7 calendar days prior to scheduled start of training will lead to a minimum fee of Euro 750,00 respectively 10% fee based of training contract volumes above Euro 7.500,00
- Request stated 6 to 3 calendar days prior to scheduled start of training will lead to a minimum fee of Euro 1.500,00 respectively 15% fee based of training contract volumes above Euro 10.000,00
- Request stated 2 calendar days or less prior to scheduled start of training will lead to a minimum fee of Euro 2.000,00 respectively 20% fee based of training contract volumes above Euro 10.000,00

In case postponement cost for travel arrangements for trainer occur, those postponement cost plus a 10% handling fee will apply in addition.

6 Cancellation and Substitution Policy

6.1 Cancellation of Training Course by Customer

Up to 30 days prior to the training, a cancellation will not be charged. Upon cancellation within 15 to 30 days prior to the training, 50% of the training costs will be charged. Cancellation less than 15 days prior to the training will be charged in full.

In case cancellation cost for travel arrangements for trainer occur, those cancellation cost plus a 10% handling fee will apply in addition.

6.2 Substitution of Participants by Customer

Booked participants may be substituted right up until the training course will commence if the replacement trainee fulfils the necessary conditions for the training course in question. Substitution of trainees is for free. No refunds will be made for non-attendance of trainees.

7 Liability

7.1 GroupEAD Liability

GroupEAD shall be liable in the case of intent and gross negligence. This shall not apply to damages arising from injury to life, body or health or to claims arising from the German product liability directive (“Produkthaftungsgesetz”).

GroupEAD shall not be liable for damages caused by ordinary negligence. This shall not apply to damages arising from injury to life, body or health or to claims arising from the German product liability directive (“Produkthaftungsgesetz”). Nor shall this apply to damages resulting from breaches of contractual obligations which must be fulfilled if the contract is to be duly and reliably fulfilled (material contractual obligations). In the case of violation of these material contractual obligations due to ordinary negligence, the liability shall be limited to the contractually anticipated and direct damages.

GroupEAD shall be liable for its legal representatives and persons acting on its behalf in compliance with the provisions outlined.

No shift in the burden of proof to the detriment of the contractor is connected with the above provisions.

7.2 Range of Liability

To the extent permitted by law, GroupEAD entire liability, under any legal theory (whether in contract, tort, indemnity or otherwise), shall be limited to an amount equal to 100% (hundred percent) of the fees paid by Customer.

7.3 Exemptions of Liability

In any event shall GroupEAD not be liable for acts of ordinary negligence or for any special, punitive, consequential, incidental and/or indirect damages of any kind, including without limitation, damages for lost profits, lost data, or for damages resulting from third party claims, whether or not GroupEAD has been advised of the possibility of such damages.

7.4 Declaration of Completeness

As far as permitted by the applicable law, this Section 7 represents the entire liability of GroupEAD under or in connection with the Order and shall apply before and after termination or expiration of the Order.

8 Provision of Training

8.1 Material and Ownership

All participants will be provided with respective printed material during the course.

All training material will exclusively be in English.

All copyrights and other intellectual property rights of the course material, including all documentation, data, technical information and know-how provided as part of the training, remains in possession of GroupEAD, unless otherwise specified in the material. All such information shall be held in confidence and may not be disclosed to third parties without the express permission of GroupEAD.

8.2 Location and Participants

Training is generally conducted either in Frankfurt am Main, Germany or San Fernando de Henares Madrid, Spain. Location will primarily be decided based on availability. Customer preference may be considered. Training can also be conducted at any customer location, details are subject to coordination. Classroom courses:

- Minimum amount of participants: 3
- Maximum amount of participants: 12

8.3 Contents of Training Courses

Training Courses will be held according to details set forth in the dedicated Agreement between GroupEAD Europe S.L. and Customer. The Agreement must be signed by both parties at least 35 days prior to the start of the respective training course.

8.4 Use of customer Logo

For the promotion of Training, GroupEAD may use the logo and the name of Customer organization, as a reference customer.

8.5 Schedule and Language

All Training Modules can be combined as requested. The exact schedule, length of the day, group sizes etc. are coordinated based on the customer's needs and need to be agreed on an individual basis.

The training language generally is English. On request, dedicated modules can also be provided in other languages (contact us for further details).

All trainees shall have a sufficient command of the language used, enabling them to follow the training. In addition, the trainees shall be ready to have fun and participate actively in the learning process.

Unless otherwise stipulated, all training courses will commence on the date specified in the dedicated Agreement between GroupEAD and Customer.

In case of circumstances beyond GroupEAD impact (e.g. force majeure, social unrest, travel constraints, sickness of trainer etc.), the services can be re-scheduled. The alternative start date shall be settled in mutual consent. GroupEAD will give reasonable notice of any changes.

All attendees have to ensure that they arrive at the training location in good time. During the courses the start time after the first day will be agreed between the participants and the trainers.

8.6 Records and Certificates

GroupEAD shall record the participation of all the people by filling Attendance Lists for each delivered training course.

GroupEAD shall provide personal Training Certificate to every participant of each delivered training course stating the name of participant, course details and dates.

9 Termination

9.1 Reason for Termination

Either Party may terminate the Order in whole or in part upon occurrence of any of the following events:

- a) material breach of the Order by the other Party and, if such material breach is capable of remedy and the other Party has failed to remedy it within thirty (30) days of written notice (specifying the material breach and requiring its remedy); or upon such notice, if the material breach is not capable of remedy; or
- b) in case of the other Party entering into administration order, bankruptcy, liquidation or receivership proceedings, upon receipt of the written notification of such event.

9.1.1 Termination by Customer

In the event of termination by Customer under the conditions set forth in Section 9.1 herein, Customer shall at its option, pay the contractually corresponding prices for the Training Service terminated and delivered before termination.

9.1.2 Termination by GroupEAD

In the event of termination by GroupEAD under the conditions set forth in Section 9.1 herein, GroupEAD shall be entitled at its option, to receive from Customer the contractual price of the Training Service already delivered, plus all incurred direct costs of GroupEAD and its subcontractors related to undelivered Training Service at the time of such termination plus an adequate amount of profit thereupon.

9.2 Termination due to Force Majeure

Either Party may terminate the Order in whole or in part, due to a force majeure case which effects last longer than ninety (90) days, subject to a thirty (30) day written notice, unless the effects of the force majeure case disappear within such 30-day period. In case of such termination, Customer shall pay to GroupEAD the contractual price for Training Service completed as well as the costs incurred for Training Service uncompleted at the time of termination, and GroupEAD shall deliver to Customer upon request any Training Service so paid for.

10 Law and Jurisdiction

10.1 Governing Law and Dispute Resolution

Agreement with Customer shall be governed and construed and interpreted in accordance with the substantive Law of Spain respectively Germany – whichever is addressed in the offer – without reference to any other laws and is subject to the exclusive jurisdiction of the competent court at GroupEAD address (Spain or Germany).

10.2 Waiver

Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

10.3 Force Majeure

Except for the obligation to make payments, non-performance of GroupEAD will be excused to the extent performance is rendered impossible due to causes beyond GroupEAD reasonable control.

11 Miscellaneous

11.1 Order as Encompassing Document

The Order shall constitute the entire agreement and understanding between the parties and contain all covenants, stipulations and provisions agreed upon by the parties on the subject matter thereof, and shall supersede all prior proposals, agreements and negotiations, whether written or oral, relating to such subject. Any amendments to the Order shall be effective only if made in writing and countersigned by the authorized representative of each Party.

11.2 Severability Clause

If a provision of the Order is unlawful or not enforceable, the validity of the remaining Order shall not be affected thereby and the Parties shall substitute the stipulation concerned by another stipulation considered largely equivalent in purpose.

11.3 Binding of Order

The Order shall bind and come into effect to the respective parties and their legal successors and agreed assigns when accepted by GroupEAD. Except for the foregoing, the rights and obligations contained herein cannot be assigned to a third party without a written approval of the other Party.

11.4 Confidentiality

Each party shall protect the other's confidential information from unauthorized dissemination and use the same degree of care that such party uses to protect its own like information, but in no event less than a reasonable degree of care.

11.5 Language of Correspondence

All correspondence under or in relation to training services, shall be in English language.

11.6 Assignment of Agreement.

This Agreement is not assignable or transferable in whole or in part by Customer without the prior written consent of GroupEAD.