

## I. GENERAL CONDITIONS

### 1. Definitions

**1.1.** In the Contract, the terms defined in this section shall have the following meaning when they are written with a capital letter:

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in Belgium are open for business.

**Company:** any person, firm, company, partnership, competent authority or other business entity to whom Supplier sells any Training Services under the Contract.

**Conditions:** the Specific Conditions together with the General Conditions.

**Contract:** the Contract formed between the Company and the Supplier on acceptance in Writing of the Specific Conditions by the Company, whereby the Supplier provides Training Services to the Company, incorporating these Conditions.

**Course Material:** any supporting material, documentation and training aid provided during the Training Services, including, but not limited to, training manual, syllabus, presentation and any other reference material used during the training courses.

**Fees:** the training fees payable by the Company for the supply of the Training Services, as described in BOX 2 of the Specific Conditions, which unless described otherwise in BOX 2.2 shall be exclusive of the expenses described under Clause 5.2.

**Force Majeure:** any cause beyond the control and without the fault and negligence of the party claiming Force Majeure, and which is unavoidable despite the exercise of reasonable diligence of the said Party. Force Majeure shall include, but not be limited to, acts of God, war, strike or labor disputes (affecting not only the party), acts of the public enemy, rules and regulations of governmental authorities having jurisdiction.

**General Conditions:** these general conditions applicable to Training Services as described under the Specific Conditions.

**Prerequisites:** the minimum qualifications required to a Trainee to commence participation on designated Training Services as described in the applicable regulation or BOX 1.5 of the Specific Conditions.

**Specific Conditions:** the specific terms and conditions with respect to the Training Course provided by the Supplier.

**Supplier:** means NHV NV or any of its subsidiaries or related companies as stated in the Specific Conditions.

**Trainee(s):** any participant or participants qualified to receive Training Service provided by Supplier

**Training Course(s):** the selected Training Service(s) as detailed in BOX 1 of the Specific Conditions.

**Training Service(s):** the provision of the Training Course, Course Material (if applicable) and Certificate of Training provided by Supplier in accordance with these Conditions.

**Writing:** any form of written communication including electronic mail ("Email") where the parties have agreed either expressly or by a course of dealing to communicate by Email and have provided each other with correct Email addresses accordingly, save that any Email shall take effect only when received by the recipient.

**1.2.** In addition to terms defined elsewhere in the Conditions, the definitions and other provisions in this Clause apply throughout the Conditions unless the contrary intention appears.

**1.3.** In the Contract, unless the contrary intention appears, a reference to a clause, sub clause, paragraph, appendix is a reference to a clause, sub clause, paragraph, appendix of or to the Contract.

**1.4.** The headings in the Contract do not affect its interpretation.

### 2. Applicability

**2.1.** These General Conditions apply for all training and/or certification programs delivered by Supplier, to the exclusion of any and all other terms and conditions.

**2.2.** The offer or quotation provided under the Specific Conditions is open for acceptance by the Company within a period of 30 calendar days as from the Effective Date.

**2.3.** A Contract shall be formed when the Company accepts Supplier's Specific Conditions subject to these General Conditions. In the event that a signed copy is not received a binding agreement on these terms shall be formed on the receipt of the Training Services by the Company.

By placing its order as described above, the Company acknowledges that it has taken cognizance of the Conditions and accepts them.

### 3. Fee

**3.1.** All Fees are in Euro, or if different, as specified and quoted by Supplier in BOX 2 of the Specific Conditions. The Fees are exclusive of VAT, taxes and duties.

**3.2.** The Fee quote provided in BOX 2 of the Specific Conditions is only valid for that specific Training Course and does not apply to other, even similar Training Services.

**3.3.** The Fees refer to Training Services explicitly mentioned in the Specific Conditions. Any extra service to be provided by Supplier are deemed to be additional work requested by the Company and are therefore charged separately to the Company.

### 4. Supply Of Training Services

**4.1.** Supplier shall supply the Training Services to the Company in accordance with the Conditions in all material respects.

**4.2.** Supplier shall have the right to make any changes to the Training Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Training Services.

**4.3.** Supplier warrants to the Company that it is an EASA approved ATO or Part-147 approved training.

### 5. Company Obligations

**5.1.** The Company shall:

- (i) ensure that the terms of the Specific Conditions are complete and accurate;
- (ii) co-operate with Supplier in all matters relating to the Training Services;
- (iii) provide Supplier with such information and materials as Supplier may reasonably require in order to supply the Training Services (including the Trainees details) no later than fifteen (15) Business Days prior to the Training Course start, and ensure that such information is accurate in all material respects;
- (iv) ensure Trainees have with them a current and valid passport, VISA or any other administrative or legal documentation required.
- (v) If applicable, ensure all Trainee(s) are equipped with the necessary protective and safety clothing and material (including but not limited to safety ap, safety shoes, safety glasses).

**5.2.** Unless otherwise specified in BOX 2.2 of the Specific Conditions, the following expenses shall always be at the Company's' charge:

- (i) any agents' charges, foreign correspondents' charges or other indirect costs incurred in connection with transactions undertaken by the Company to effect payment;
- (ii) travel expenses to/from home country;
- (iii) daily travel to/from hotel and Supplier facilities;
- (iv) any accommodation or food expenses.
- (v) Any protective and safety clothing and material; if applicable

**5.3.** Furthermore, the Company shall, to the extent lawful, be fully liable for its Trainees for all and any injury/damage that they might sustain and or cause. Company shall maintain any and all insurances cover for its Trainees, such as but not limited to insurance covering general liability, personal injury and/or death, expenses relating to medical treatment, loss or damage of personal property and/or property of Supplier and liability towards third parties.

**6. Location**

Unless otherwise indicated in BOX 1.3 of the Specific Conditions, all Training Services will be held at the registered office of Supplier.

On-site Training Service at Company premises is subject to specific requirement at additional cost, to be mutually agreed in advance.

**7. Language**

**7.1.** Training Services, Course Materials and classrooms texts will be provided in the English language. Therefore, Trainees shall have a good command of the English language, both written and spoken.

**7.2.** If translation is required, the Company shall notify Supplier as soon as possible. Due to the terminology and peculiarity of matters imparted at the Training Service, Supplier reserves the right to evaluate the adequacy of a translator chosen by the Company before commencing any Training Service.

No liability is assumed nor guarantee given by Supplier with respect to the quality or adequacy of the translator provided by the Company.

**8. Training Services Confirmation – Modification - Cancellation**

**8.1.** Training Services will only be confirmed, in accordance with the Specific Conditions, upon Supplier’s receipt of a duly signed copy of the Specific Conditions (cf. Clause 2.3).

The Company acknowledges and accepts that the Trainees will not be entitled to participate to the selected Training Course unless relevant payments have been received in accordance with Clause 9.1.

After confirmation of the Training Services, as described in Clause 8.1, any modification requested by the Company shall be directed to Supplier in writing and shall only come into effect after prior written approval by Supplier, including the Fee, payment and execution terms connected to the modification made.

**8.2.** If the Company intends to cancel the relevant Training Course, the Company shall notify Supplier in writing as soon as possible.

The Company may cancel Training Services in accordance with BOX 2.3 of the Specific Conditions.

In the event of a cancellation of an on-site Training Service at Company premises, the Company shall reimburse all expenses already made by Supplier with regard to the cancelled Training Service.

**8.3.** The Company hereby recognizes and accepts that in case of “No Show” at the Training Course start date the Company shall pay the full Fee of the Training Course unless in case of Force Majeure to the extent this is notified without delay to Supplier.

**8.4.** The Company is entitled to substitute a Trainee with another suitable participant, who satisfies Prerequisites if any, provided that the Company notifies Supplier at least ten (10) Business Days before the Training Course start date.

**8.5.** Supplier retains the right to terminate the training for any Trainee at any time during a course according to the failure policy as defined in the Conditions and/or applicable Training Material (e.g. disciplinary or safety reasons, underperformance etc.). In such a case, the Training Course will be accounted as fully used by the Company and Supplier will not (partially) refund any Fee.

**9. Payment**

**9.1.** Company is required to pay the Fee in accordance with the payment conditions as mentioned in BOX 2.4 of the Specific Conditions.

**9.2.** Should a Training Service need to be extended for reasons relevant to Company delays other than those stated in Clause 15, the extra costs incurred by Supplier will be charged to the Company.

**9.3.** The Company shall pay the Fees in cleared funds to the bank account as indicated by Supplier.

**10. Course Material**

**10.1.** Course Material provided by Supplier is property of Supplier and constitute Supplier’s own respective intellectual property. Company does not obtain any right of ownership or license to the Course Materials used during the Training Services.

**10.2.** Notwithstanding the fact that Supplier always endeavors to provide Training Services with all reasonable care and skill, the Course Material is provided “as-is” with no warranty of any kind whatsoever, except as provided under Clause 4.

**10.3.** Course Material and any supporting material, documentation and training aid provided during the training courses is intended for training purposes only and may therefore only be used for training purposes during the training course(s). It shall not be used for any other activity including, but not limited to, flight operations or aircraft maintenance by the Company and/or his personnel nor it may be copied, distributed to others, or transferred to others for any reason.

**11. Certificate**

**11.1.** Supplier will issue the “Certificate of Training” upon satisfactory completion of the relevant Training Course.

**11.2.** Supplier does not guarantee that after receipt of the Training Service that the Trainee will achieve the necessary proficiency to qualify for any license, certificate or rating issued by a regulatory or government authority. Supplier shall not be responsible for the competence of any person trained.

**11.3.** Regarding the Training Service Company waives any express or implied warranties arising from course of dealing, usage of trade, fitness for any intended purpose or merchantability.

**12. Flight Training Specificities (if applicable)**

**12.1.** Flight Training Services shall be performed on a helicopter or any synthetic training devices used for pilot training (hereinafter “FSTD”) provided by the Supplier.

Supplier and/or Trainee agree to use their best efforts to procure that Trainees shall apply at least the same rules and regulations in their conduct with Supplier’s helicopter, FSTD, property etc. as they would apply if the Training Services were conducted on the Company’s and/or Trainee’s helicopter, FSTD, property etc., failure of which shall result in the application of Clause 8.5.

**12.2.** Flight Training Services shall be carried out under the responsibility of a Supplier pilot acting as pilot in command. The pilot in command retains the right of final acceptance of flight crew members for the flight training activities. Fuel policy, selection of heliports, meteorological condition and route selection will be under the sole decision of the Supplier pilot.

**12.3.** Only personnel strictly necessary for training purposes and duly authorized by the Supplier can be on board during the flight Training Services.

**12.4.** Final decisions as to whether or not a flight should be undertaken and as to the manner of performing operations hereunder based on weather, flying conditions prevailing at the time, shall be made by the Supplier’s pilot in command at its sole discretion. Company shall accept such decisions as final and binding and NHV shall not be liable to Company for any costs or claims other than described in this Contract.

**12.5.** In any case, Supplier shall not be liable to Company for a failure to perform its obligations under the Contract where such failure is caused by one of the below mentioned occurrences:

- (i) weather conditions on or above the limits stated in the operations manual, including sea states or significant waves above limits for safe helicopter operations;
- (ii) the failure by the Company to comply with any of its obligations under the Contract if such failure has the effect of making the Helicopter unavailable;
- (iii) any act, law, regulation or directive of a government or any statutory or local authority or agency thereof making flight operations impossible;
- (iv) any mandatory modifications or inspections required to be carried out on the helicopter, subsequent to

commencement of operations, by the manufacturers or the competent Civil Aviation Authority;

- (v) an unexpected breakdown of the helicopter.

**12.6.** In case the helicopter is incapable to perform the Training Service for one of the abovementioned reasons, and to the extent such occurrence does not impact the entire fleet of NHV Group capable to perform the Service, Supplier shall undertake reasonable endeavors to provide an alternative helicopter to perform the Training Service.

**12.7.** TRANSPORT OF DANGEROUS GOODS IT IS FORBIDDEN UNDER ALL CIRCUMSTANCES.

**13. Insurance**

**13.1.** Company shall maintain any and all insurances required for itself or its personnel including, but not limited to, insurance covering general liability, personal accidents, hospital care, etc. NHV does not cover any costs or expenses arising from any accident to or sickness or liability of any Trainee whenever, wherever or for whatever reason such costs or expenses have been incurred.

**13.2.** Company shall maintain all insurances in respect of liability arising from loss of or damage to Supplier's property.

**13.3.** In connection with the Training Services, NHV holds insurance cover to the level as dictated by the Civil Aviation Authority

**14. Indemnity**

**14.1.** Should any circumstances arise whereby through no deliberate fault of Supplier it fails to provide to the Company any service contemplated by the Specific Conditions for reasons other than Force Majeure, then Supplier's liability to Company and/or Trainee shall be limited to grant to Company and/or Trainee (at no additional cost) the use of the Training Services and/or facilities on alternative dates convenient to the Customer and/or Trainee when they might be available for such use.

**14.2.** To the maximum extent permitted by the applicable law and except as provided under Clause 14.1, Supplier shall not be liable to the Company whether in contract or in tort or for breach of statutory obligation and whether arising directly or indirectly out of or on consequence of any act, default or omission of Supplier.

**14.3.** To the maximum extent permitted by the applicable law, in no event shall Supplier be liable for any direct or indirect loss of profits and or any special incidental, indirect or consequential damages.

**14.4.** Company hereby agrees to defend, indemnify and hold harmless Supplier, its subsidiaries, divisions, affiliates, controlling persons, shareholders, directors, officers, attorneys, independent (sub-) contractors, employees and agents from and against all claims, liabilities, rights, demands, suits, obligations, damages, including but not limited to training equipment, bodily injury, death or property damage, losses, actions or cause of actions, of every kind and description, in law or equity, whether based in tort, contract, or any other theory of legal recovery, either caused or incurred by the Company, its subsidiaries, divisions, affiliates, controlling persons, shareholders, directors, officers, attorneys, service providers, employees, and agents (collectively referred to as "Company Parties") during the performance of Training Services. Company agrees that its obligation hereunder shall include reasonable legal fees, costs and disbursements related hereto or incident to establishing the right to indemnification.

The Company further undertakes and agrees to indemnify Supplier against any loss or damage to the property belonging to Supplier incurred as a result of any negligent act, omission or default of the Company Parties and/or Trainee.

**14.5.** The provisions of this Clause 12 shall survive any expiration, cancellation or termination of the Contract.

**15. Force Majeure**

**15.1.** If fulfilment of any of the provisions of the Contract (other than the obligation to make payment of money) shall be delayed, hindered or prevented by Force Majeure, the party claiming Force Majeure shall not be responsible for any such failure or delay to fulfil its obligations and the Parties shall consult together with a view to determining mutually acceptable measures to overcome the difficulties arising therefrom.

**15.2.** In the event of a delay or prevention continuing for a period of thirty (30) consecutive days by reason of a Force Majeure condition, then both Company and Supplier shall meet to agree a mutually acceptable solution. Failing agreement within thirty (30) days thereafter, both Supplier and/or Company shall have the right to terminate the Contract or part of the Contract by giving notice in writing, however, no termination fee shall be due to each other.

**16. Confidentiality**

**16.1.** All Course Material and information disclosed to or obtained by the Company Parties from Supplier in light of the Training Services or as a result of the presence of the Company Parties at the Supplier facilities, including the Conditions and its annexes (hereinafter referred to as "Confidential Information"), shall be treated as confidential and proprietary of Supplier. Company's shall protect and keep such Confidential Information in confidence and not make available or otherwise disclose such Confidential Information to any third party without the prior written consent of Supplier.

**16.2.** Notwithstanding anything to the contrary written in this Contract the confidentiality undertaking under this Clause 16 shall survive the end date or termination of the Contract until the fifth anniversary of the end date or termination of this Contract.

**17. Privacy And Data Protection**

**17.1.** For the purposes of this Clause "Personal Information" means any information provided by or collected by a Party in connection with the Contract (i) that identifies or can be used to identify, contact, or locate the person to whom such information pertains, or (ii) from which identification or contact information of an individual person can be derived. Personal Information includes, but is not limited to: name, address, phone number, fax number, email address, government-issued identifier. Additionally, to the extent any other information (such as, but not necessarily limited to, a personal profile, unique identifier, biometric information, and/or IP address) is associated or combined with Personal Information, then such information also will be considered Personal Information.

**17.2.** Any Personal Information collected or accessed by a Party in the performance of the Service in accordance with the Contract shall be limited to that which is strictly necessary to perform such Service or to fulfill any legal requirements.

**17.3.** Parties shall use such Personal Information only as necessary to perform the Service in accordance with the Contract and not for any other purpose whatsoever. Parties shall maintain such Personal Information in strict confidence in accordance with the provisions of Clause 14.

**17.4.** If Personal information is processed by the Company on behalf of Supplier, Supplier refers to its Privacy Statement (as published on its website) for further information.

**17.5.** If Personal information is processed by Supplier on behalf of the Company, Supplier only processes personal information on documented instructions from the Company.

The Company has and holds full supervision and control over the personal data. The supervision and control over the personal data provided under the Contract is never deemed to be assigned to Supplier. The Company is the only one liable for the personal data, to which Supplier gets access too via the Company. The Company will indemnify Supplier for any claim which could arise in virtue of the compliance with article 16.

**17.6.** Each Party will (i) comply with all applicable privacy laws and regulations ("Privacy Laws"); (ii) comply with all standards that relate to Privacy Laws and the privacy and security of Personal Information; (iii) refrain from any action or inaction that could cause Supplier Group to breach any Privacy Laws; and (v) immediately report to us the theft or loss of Personal Information (other than the Personal Information of your own officers, directors, shareholders, employees or service providers).

**17.7.** Each Party will take reasonable steps to protect Personal Information in its possession from unauthorized use, access, disclosure, alteration or destruction. Security measures shall include access controls, encryption or other means, where appropriate. A Party must immediately notify the other Party of any known security breach that

may result in the unauthorized use, access, disclosure, alteration or destruction of Personal Information.

**18. Ethical Conduct And Legal Compliance**

**18.1.** Company shall comply with all Supplier rules, regulations and policies regarding personal behavior and facility security and safety while at the Supplier facilities, amongst which the safety, health and environment policy as attached hereto as Annex II.

**18.2.** Company declares that it has reviewed and has knowledge of the contents of the "NHV Code of Conduct", which is available on the website of NHV, on the following URL: <http://nhv.be/about/code-of-conduct> and Company undertakes to comply with the principles contained therein.

**19. Miscellaneous**

**19.1. Waiver.** It is fully understood and agreed that none of the provisions of the contract shall be deemed waived by either party unless such waiver is executed in writing and then only by the duly authorized agents or representatives of such party.

**19.2. Severability.** If any provision in the contract is void or non-applicable but would be valid if some part of the provision were deleted or restricted, the provision in question shall apply with such deletion or restriction as may be necessary to make it valid, provided that such

deletion does not alter the economic effect of such clause as initially intended by the parties.

**19.3. Entire Agreement.** These Conditions and their annexes contain the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes and replaces all prior agreements and understandings, whether written or oral, with respect to the same subject matter, still in force between the parties.

**19.4. Amendment.** Any amendment to the contract, as well as any addition or omissions, shall only be effective if made in writing and signed by the duly authorized agents or representatives of both parties.

**19.5. Notices.** Any notice given under the provisions of the Contract shall be in writing and if sent by mail shall be sent by registered mail appropriately addressed at the addresses as mentioned above.

**20. Applicable Law And Jurisdiction**

**20.1.** All issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of the contract shall be governed by and construed in accordance with the Laws of Belgium.

**20.2.** All disputes arising in connection with the contract shall, in first instance, be submitted to the exclusive jurisdiction of the competent court at Ghent, Department Ostend, Belgium.