
General Terms and Conditions of Supply

FOR PRODUCTS AND SERVICES

The general terms and conditions of supply contained herein (the "Terms") shall govern all quotations and sales made by AirBusiness Academy SAS (the "Seller") concerning the products and services directly or indirectly supplied by the Seller, including but not limited to training services and documentation, learning solutions, software and consulting services (the "Products" and "Services").

Any order placed by the customer (the "Customer") with the Seller and the acceptance of or the payment for any Product and/or Service shall be deemed to be the acceptance of the Terms (irrespective of whether the Customer accepts the Terms by a written acknowledgement), provided that if the Terms conflict with any other specific agreement which may be entered into between the Seller and the Customer, the conditions of such specific agreement shall prevail. The Terms shall prevail over any written or oral purchase conditions related to or contained in a purchase order or similar document submitted by the Customer notwithstanding any provision to the contrary in such document.

DEFINITIONS

The term "Affiliates" shall mean, with respect to the Seller, any other person or entity directly or indirectly controlling or controlled by or under common control with the Seller.

The term "Open Courses" shall refer to courses scheduled at the Seller's discretion open to a wider public and sold on a per seat basis to various customers.

The term "On-site sessions" shall refer to courses requested by the Customer to take place at a specific location, date and time agreed between the Seller and the Customer.

The term "Other services" shall refer to services extending over a certain duration with multiple milestones and deliverables.

1. ORDERS - ORDER ACCEPTANCE

The provision of Products and Services by the Seller shall be subject to the fulfilment of the ordering and payment processes set forth in these Terms.

Upon customer request the Seller will provide a quotation for the products and/or services to be provided, either by publishing prices on the Seller's website or via a written quotation (Training Agreement) including but not limited to the following information: type of service, deliverables, date and duration of service, validity of the quotation and pricing. The Seller reserves the right to charge for studies and documents executed in response to a Customer inquiry. Any quotation issued by the Seller constitutes a firm and valid offer for fifteen (15) days from the date of the quotation, except for inquiries received within the last fifteen (15) days of a calendar year, in which case the Seller's quotations are valid till the end of such calendar year, unless otherwise stated.

Any order for Products and Services must be sent by the Customer with reference to the respective quotation and within the period of validity of the same to the address provided by the Seller. Orders shall include all appropriate information including but not limited to the description of the Products and/or Services requested, order number, delivery schedule, Seller's price and invoicing address of the Customer. Orders for Products and/or Services shall be placed in writing (letter, telefax, email) or electronically through the Seller's website when available.

Unless otherwise provided in any relevant specifications or contractual agreements, the obligation to buy and sell the Products or to perform and accept the Services mentioned in the order shall become binding upon both parties and therefore a "Binding Order" only after the issuance by the Seller of an order acceptance in written form.

Registration for Open Courses through the Seller's website, which constitutes a binding order once the registration is confirmed by the Seller, must be received no later than four (4) weeks prior to the course start date. Late registrations will be accommodated, provided that seats are available.

Any change made by the Seller after receipt of an order shall be sent for approval to the Customer and shall be binding upon both parties if the Customer has not issued any written objection within five (5)

working days from the date of the changed order. If the Customer issues a written objection within the relevant period, the Seller and the Customer shall negotiate in good faith with a view to reaching mutual agreement. If an agreement is not reached within twenty-one (21) days after issuance by the Customer of an objection, the order shall be deemed cancelled, provided that if the Seller was required to start performing the Services, the Customer shall be required to accept such Services and/or part thereof and pay relevant prices as the Seller will reasonably determine.

As soon as the obligations to buy and to supply Services are binding upon the Customer and the Seller, respectively, any cancellation, modification and/or reduction in the terms and conditions of the Binding Order by the Customer is subject to the prior written approval of the Seller. Cancellation or reduction of the Binding Order by the Customer may result in additional charges to the Customer and the Seller reserves its rights to retain any advance payment made by the Customer.

2. DELIVERY

Services will be delivered to the Customer or performed in accordance with the schedule and location agreed upon in the Binding Order.

Claims against the Seller for not providing the contractually agreed deliverables or apparent issues must be received by the Seller within thirty (30) days after receipt of the Products and/or Services by the Customer. After this date and even in the absence of a formal acceptance document, the Products and/or Services shall be deemed accepted by the Customer.

3. CANCELLATIONS AND POSTPONEMENTS

Cancellation or postponement of a service by the Customer:

If a request for cancellation or postponement is received by the Seller more than four (4) weeks prior to the course, any received course fees for the course will be credited to any other training course purchased within twelve months. Alternatively, the course fee can be fully refunded to the Customer.

If the request for cancellation or postponement is received by the Seller less than four (4) weeks prior to the start of the course the following cancellation fees apply:

- 50% of the course fee if the request is received 4 to 2 weeks prior to the course
- 100% of the course fee if the request is received less than 2 weeks prior to the course*

“Other services”: If a request for cancellation is received by the Seller during the delivery of a service, the work engaged and deliverables provided to the Customer will be invoiced by the Seller.

Cancellation or postponement of a service by the Seller:

Open Courses:

The Seller reserves the right to cancel any open course up to four (4) weeks prior to the course commencement. A full refund of the course fee can be provided upon written request. The Seller will not be liable for any other expenses incurred by course participants (i.e. airfare or hotel charges). Alternatively, the course fee can be credited to any other training course purchased within a twelve-month period. In the event a course participant does not register for a course within the twelve-month validity period of a credit note, the course participant understands and agrees that he/she will not be able to claim the credit from the Seller.

“Other services”:

The Seller will use commercially reasonable efforts to comply with the agreed delivery schedule. However, the Seller shall not be liable for any loss of profits, loss of use, incidental or consequential damages, which may result directly or indirectly from any delay in the delivery of services.

4. PRICES

All invoices for Services will be at the price indicated on the Seller’s web page or in the relevant quotation (Training Agreement) or order change notice. All prices listed are exclusive of any taxes or duties that may be levied in connection with the sale or the performance of Services.

Except in case of significant error or omission by the Seller in price preparation or of a significant revision in delivery costs, prices will remain firm for orders received and accepted by the Seller during

the applicable calendar year. Binding Orders will be invoiced on the basis of the price list in force on the date of the acceptance of the order by the Seller.

5. TRAVEL AND ACCOMMODATION COSTS

Travel and accommodation expenses necessary for the delivery of the service will be indicated in the Commercial Proposal and Binding Order (Training Agreement). Unless stated otherwise, the Seller will charge travel costs as incurred.

6. TERMS OF PAYMENT

Unless otherwise expressly stated by the Seller, payment shall be made by bank transfer to

AirBusiness Academy
10, rue Franz Josef Strauss
31700 Blagnac
SWIFT: BSUIFRPPXXX
IBAN: FR76 3148 9000 2000 2187 3383 691

no later than thirty (30) days from the date of invoice, and the value date on which such payment is credited to the Seller's account shall fall within this thirty (30) day period. When partial deliveries are made, payments shall become due in accordance with the agreed payment plan and the relevant invoices.

Payment shall be made in immediately available funds in the quoted currency. In case of payment in any other freely convertible currency, the exchange rate, valid on the day of actual money transfer, shall be applied for conversion.

For open courses complete payment must be received four (4) weeks prior to the beginning of the class (or upon registration, whichever is later) except in the case whereby training is funded by an OPCO, applicable only to France. Failing receipt of payment, the Seller shall withhold certificate, diploma or attendance sheet and reserves the right to deny access to the class

The Seller reserves the right to demand a down –payment of at least 15% but not exceeding 50% of the total order amount prior to launching any activities for services requiring elements including but not limited to design and development work, research and data processing, customisation of content, use or 3rd party products, knowledge or licenses, subcontracted work and travel.

If any payment due to the Seller is not received on the due date, without prejudice to the Seller's other rights (including but not limited to the right to claim for payment of any outstanding amount and to cease services to the Customer without prior notice), the Seller shall be entitled to interest for late payment calculated on the amount due from and including the due date of payment up to and including the date when the payment is received by the Seller at a rate equal to the London InterBank Offered Rate (LIBOR) for twelve (12) months deposits in US Dollars (as published in the Financial Times on the due date) plus three percent (3 %) per year (part year to be prorated). All such interest shall be compounded monthly and calculated based on the actual number of days elapsed in the month assuming a thirty (30) day month and a three hundred and sixty (360) day year.

All payments due to the Seller shall be made in full, without set-off, counterclaim, deduction or withholding of any kind. The Buyer shall ensure that the sums received by the Seller shall be equal to the full amounts expressed to be due to the Seller, without deduction or withholding on account of and free from any and all taxes, levies, imposts, dues or charges of whatever nature. If the Buyer is compelled by law to make any such deduction or withholding the Buyer shall pay such additional amounts as may be necessary in order that the net amount received by the Seller after such deduction or withholding shall be equal to the amounts which would have been received in the absence of such deduction or withholding and pay to the relevant taxation or other authorities within the period for payment permitted by applicable law, the full amount of the deduction or withholding.

Each delivery is an independent transaction and no claim from the Customer can validly suspend payment due to the Seller.

7. INDEMNIFICATION

The Seller shall, except in the case of wilful misconduct and/or gross negligence of the Customer, its directors, officers, agents, subcontractors and employees, be solely liable for and shall indemnify and hold harmless the Customer, its directors, officers, agents and employees from and against all liabilities, claims, damages, costs and expenses incident thereto or incident to successfully establishing the right to indemnification (including legal expenses and attorney fees) in respect of loss of or damage to the Seller's property and/or injury to, or death of, the directors, officers, agents or employees of the Seller and/or from and against all liabilities, claims, damages, costs and expenses incident thereto or incident to successfully establishing the right to indemnification (including legal expenses and attorney fees) for any loss or damage caused by the Seller to third parties, arising out of, caused by or in any way connected with any training.

The Customer shall, except in the case of wilful misconduct and gross negligence of the Seller, be solely liable for and shall indemnify and hold harmless the Seller from and against all liabilities, claims, damages, costs and expenses (including legal expenses and attorney fees) in respect of loss of or damage to the Customer's property and/or injury to or death of the directors, officers, agents or employees of the Customer and/or from and against all liabilities, claims, damages, costs and expenses incident thereto or incident to successfully establishing the right to indemnification (including legal expenses and attorney fees) for any loss or damage caused by the Customer to third parties arising out of, caused by or in any way connected with any service.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION

All proprietary information contained in the Products and Services and their respective documentation including but not limited to patent, copyright, drawings, formulae, data, model, descriptions studies, codes and/or other information relating to the design, assembly, composition, manufacture, performance, application, or operation of the Products or Services, or any information marked as "Proprietary", "Confidential" or with some other similar marking or denomination (the "Confidential Information") are and will remain the exclusive property of the Seller and/or its Affiliates as the case may be. Those proprietary rights will also apply to any translation into a language or languages or media that may have been performed or caused to be performed by the Customer.

The Customer shall not disclose the Confidential Information or any part thereof to any third party nor use the same other than for its own legitimate purposes.

All technical data and documentation are supplied to the Customer for the sole use of the Customer who undertakes not to disclose the contents thereof to any third party without the prior written consent of the Seller save as permitted herein or otherwise permitted pursuant to any government or legal requirement imposed upon the Customer.

8. EXPORT CONTROL LAWS AND REGULATIONS

The Customer acknowledges that the Products and/or Services to be provided by the Seller under these Terms may be subject to export control laws and regulations, and any supply or use of such Products and/or Services contrary to such laws and regulations is prohibited.

In the event all or part of the Services is subject to Sanctions and Export Control Laws in the country of Customer, Customer shall apply for any relevant import authorization and/or Export Licenses required for Seller to perform all or part of the Services.

The Customer shall indemnify and hold the Seller harmless against any losses, damages, fees or monetary sanctions imposed as a result of the Customer's failure to comply with any applicable export control law or regulation.

The Customer shall identify any Technical Data or technology provided under this Service that is subject to Sanctions and Export Control Laws. The Customer undertakes to use the Services exclusively for the purposes of non-military use. Should Customer be entitled to export, re-export or transfer the Products and/or Services it shall be in strict compliance with applicable Sanctions and Export Control Laws.

9. FORCE MAJEURE

The Seller shall not be responsible for any delays in delivery or for any failure in the performance of its obligations due to causes beyond the Seller's control, including but not limited to: acts of God or the public enemy, natural disasters, fires, floods, explosions or earthquakes, serious accidents, total or constructive total loss; any law, decision, regulation, directive or other act of any government or of the EC authorities or of any department, commission, board, bureau, agency, court; any regulation or order affecting the supply of Products and/or Services; war, civil war, warlike operations, terrorism, riots, failure of transportation, epidemic, public health emergencies of international concern (PHEIC) or quarantine restrictions, strikes or labour troubles causing cessation, slowdown or interruption of work, delay after due and timely diligence to procure materials, accessories, software, equipment, parts and documentation, Seller's subcontractors or suppliers being affected by the same events as previously described and acts of Customer..

10. SEVERABILITY

If any provision of the Terms should for any reason be held ineffective, the remainder of these Terms shall remain in full force and effect.

11. NO WAIVER

The failure of either party to enforce at any time any of the Terms or to require performance of the same by the other party shall in no way be construed to be a present or future waiver of the relevant Terms.

12. GOVERNING LAW

The Terms shall be governed by, subject to and construed and the performance thereof shall be determined in accordance with the laws of France. Any dispute arising out of the Terms shall be submitted to the exclusive jurisdiction of the Tribunal de Commerce in Paris.

13. COMPLIANCE WITH ANTI BRIBERY & CORRUPTION / ANTI MONEY LAUNDERING LEGISLATION

Each Party shall, at its own cost, comply (and shall ensure that its directors, officers, agents, employees and its Affiliates) comply with any ABC/AML legislation and with its obligations under this Clause 15.

Each Party hereby represents and warrants to the other that neither it nor any of its Affiliates (or any person associated with such Party or such Affiliate) has, as at the date hereof, paid, given, offered or received or agreed to pay, give, offer or receive any improper or illegal benefit (including in the form of any fee, commission, payment, salary, sponsorship, gift or other consideration) to and/or from any natural or legal person in connection with the entering into or the performance of this Agreement (an "Improper Benefit").

14. GENERAL DATA PROTECTION REGULATION

"General Data Protection Regulation" or "GDPR" means the European Union regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, as amended from time to time. "Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more 13 Version July 2020 factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person (as defined in GDPR).

Each Party hereto, will ensure that it complies, at its own expense, with the requirements of the GDPR, as well as all any applicable national data protection laws and regulations (collectively referred as "Data Protection Laws and Regulations") for the Personal Data that is provided or made available by one Party to the other Party in the course of the negotiation and performance of Agreement respectively as independent data controller and without joint-controllership (under the meaning of the GDPR).