

General Terms and Conditions

Special Aircraft Services Performed by Lufthansa Technik AG

These General Terms and Conditions for Special Aircraft Services (in the following “VIP GTC”) shall apply to all services performed by Lufthansa Technik AG for Customers in the area of Special Aircraft Services on the basis of a specific Customer Agreement. LHT’s VIP GTC shall especially apply to contracts about the sale and/or delivery of movable items (“Goods”), for the provision of general and special VIP services according to service or work contracts (“VIP Services”) as well as aircraft maintenance and modification services (“Aircraft Services”).

O. Definitions and Abbreviations

The following terms, expressions and abbreviations used in these VIP GTC shall have the following meanings:

Aircraft Services – One or a combination of the following actions: maintenance, overhaul, repair, inspection, testing, replacement, modification or rectification of an aircraft, an engine or a Component as further specified in LHT’s order confirmation.

Airworthiness – An aircraft or Component is airworthy if (i) it conforms with the applicable approved type, i.e. if it complies with the valid type certificate data sheet, which includes any supplemental type certificate (STC) and approved modifications incorporated into the aircraft and if (ii) the Aircraft Services were carried out in accordance with the applicable maintenance requirements and if (iii) the aircraft or Component was released to service.

Business Day(s) – Any day on which banks are open in Hamburg, Germany.

Certificate of Release to Service – The issuance of Certificate of Release to Service by the maintenance organization approved by the applicable authority confirming, unless otherwise specified, that the Aircraft Services listed therein has been carried out in conformity with the applicable requirements (e.g. EASA Part-145 requirements) by appropriate authorized personnel of the maintenance organization and in accordance with the applicable maintenance organization exposition, and that the Maintenance Object has been released to service.

Component(s) – Any devices, modules or individual parts of an aircraft, including engine or flight equipment or emergency equipment. They are always identified by a part and serial number in the maintenance or operational documents issued by the respective aircraft or component design organization.

Confidential Information – Has the meaning set forth in Article 12.

Customer – A Person or legal entity who or which, when entering into a Customer Agreement with LHT, acts in exercise of his or its trade, business or profession.

Customer Agreement – A contract between LHT and the Customer under which LHT agrees to perform the sale and/or delivery of Goods, VIP Services and/or Aircraft Services on one or more Maintenance Object(s) in return for payment by the Customer.

Customer’s Working Equipment – Any technical equipment for use by LHT to perform Aircraft Services which the Customer is obligated to provide to LHT under the Customer Agreement as specified in the Customer Agreement.

Delivery of the Maintenance Object – Has the meaning set forth in Article 13.

Flight Hour – Each hour that the aircraft is airborne.

Goods – Movable items LHT agrees to sell and/or deliver to Customer.

LHT – Lufthansa Technik AG.

Maintenance Object – Any aircraft or Component delivered to LHT by the Customer in relation to which Aircraft Services are to be performed by LHT.

Place of Performance – Has the meaning set forth in Article 10.

Redelivery of the Maintenance Object – Has the meaning set forth in Article 14.

Special Aircraft Services – comprises LHT’s activities and services for Customers in the areas of (i) Aircraft Services, (ii) sale and delivery of Goods by LHT or their procurement through third parties, and (iii) VIP Services – all as further specified in LHT’s order confirmation.

Subcontractor – Any person or legal entity (other than employees of LHT), engaged by LHT to perform LHT’s obligations under the Customer Agreement.

Vicarious Agents – LHT’s personnel and Subcontractors, whom LHT assigns to support LHT in the performance of its obligations under the Customer Agreement.

VIP Services – VIP Services comprise all services not being Aircraft Services or the sale and delivery of Goods which can be either aircraft-related (such as handling, aeronautical services, other so-called Fixed Base Operator services) or non-aircraft related (such as external catering, organization/booking of accommodations or rental vehicles, etc.), as further specified in LHT’s order confirmation.

1. Scope and Exclusive Validity of these VIP GTC

1.1. These VIP GTC shall form an integral part of all LHT contract offers and contract conclusions in the area of Special Aircraft Services.

1.2. These VIP GTC shall apply to the exclusion of any other terms or conditions; they shall also apply to all future Customer Agreements and business transactions with the Customer. Contrary standard terms and conditions or conditions which deviate from these VIP GTC shall not be accepted by LHT, unless LHT has given its explicit written consent to their applicability. In particular, the Customer’s standard terms and conditions shall not become an integral part of a Customer Agreement, even if LHT has not expressly rejected their applicability. Further, if LHT replies to any communication of the Customer that refers to the Customer’s standard terms and conditions or any other set of terms and conditions (each being “Other Terms and Conditions”), such reply shall not constitute an acceptance of such Other Terms



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and Conditions, nor shall it result in the acceptance of such Other Terms and Conditions.

1.3. These VIP GTC shall apply only if the Customer is an entrepreneur in the meaning of Section 14 of the German Civil Code (BGB), a legal entity of public law or a special fund under public law.

1.4. Unless explicitly otherwise agreed upon, the VIP GTC in their version valid at the time of the Customer's order or in any case in the version last notified to the Customer in text format shall apply as framework agreement also to future contracts of similar type without any requirement on LHT's part to refer to them in each individual case.

1.5. Individual agreements made with the Customer in specific cases (including side agreements, supplements and amendments) shall have priority over these VIP GTC. Subject to counterevidence, a written contract or LHT's written confirmation shall be decisive with respect to the contents of such agreements.

2. Conclusion of Customer Agreement

2.1. Any offer submitted by LHT shall be non-binding, unless explicitly marked as binding or submitted together with a specific period of acceptance.

2.2. After receipt of the Customer's offers or orders, a Customer Agreement shall come into existence only after LHT's written order confirmation (text format shall be sufficient, i.e. letter, fax or e-mail). Offers or orders of the Customer which fail to have been confirmed within a term of ten Business Days shall be deemed to have been refused. In case of discrepancies between the LHT order confirmation and the Customer's offer or order, LHT's order confirmation shall be decisive, unless the Customer contradicts LHT's order confirmation within seven calendar days after its receipt.

2.3. With respect to the legal relationship between LHT and the Customer, the Customer Agreement (which must at least have been concluded in text format), inclusive of these VIP GTC, shall be exclusively decisive. Oral statements and confirmations made by LHT prior to the conclusion of the Customer Agreement (particularly technical descriptions or other details rendered in offers, prospectuses on the internet and any other information) shall from a legal point of view be non-binding. Oral agreements made between the contract parties shall be superseded by the written Customer Agreement.

2.4. Information given and consulting services made in connection with LHT's deliveries and services shall be rendered on the basis of specifications given by manufacturers, subcontractors and suppliers and the current experience gathered by LHT. To the extent that LHT renders such information or becomes active in a consultancy capacity and such information or consultations do not form a part of the contractually agreed scope of services explicitly owed by LHT, such information or consultation shall be given without

charge and under exclusion of any liability. Subject to an explicit agreement, LHT furthermore does not assume any obligation concerning the exact compliance with such general information, figures, performance specifications and application possibilities. In particular, LHT's statements made in this respect as well as LHT's descriptions shall not constitute warranted characteristics or qualities and shall not form part of deliveries or services.

3. Scope of Aircraft Services and aircraft-related VIP Services

3.1. The scope of any Aircraft Services and aircraft-related VIP Services requested shall be stated in the order placed by the Customer and, if agreed, shall be confirmed in LHT's order confirmation.

3.2. LHT is entitled, without the prior consent of the Customer but at the Customer's expense, to perform minor additional services that LHT considers necessary or that are ordered by the aircraft crew for the proper performance of the Aircraft Services and aircraft-related VIP Services if (i) the Customer's prior consent cannot be obtained without causing a delay in the completion of the services and (ii) the price for the additional services does not exceed ten percent of the value of the original order.

3.3. Any Aircraft Services shall be performed by LHT in accordance with the Lufthansa Technik standards and regulations, quality manuals and procedures as approved by the National Aviation Authority of Germany (Luftfahrtbundesamt, LBA) and the European Union Aviation Safety Agency (EASA) unless otherwise agreed in writing between Customer and LHT.

3.4. Any entries due to Aircraft Services in the aircraft technical log book of the Maintenance Object by LHT do not constitute any indication with respect to the Airworthiness of the aircraft as a whole or the Maintenance Object. However, the signature does constitute a Certificate of Release to Service with respect to the scope of the Aircraft Services.

4. Scope of Sale and Delivery of Goods as well as non-aircraft related VIP Services

4.1. Unless otherwise provided for in the order confirmation, deliveries of Goods shall be deemed to have been agreed FCA (Incoterms 2020) at the Place of Performance and, to the extent incurred. Customer shall reimburse LHT the cost of any duties, levies, fees, tariffs or other sums imposed by a government or any authority in relation to the import or export of products in connection with these terms or a Customer Agreement. Customer shall, upon request, provide LHT with all information and documents requested to evidence its compliance with laws and regulations relevant to the import or export of goods or service.

4.2. The commencement of a time period for a delivery of Goods or provision of VIP Services (other than aircraft-related VIP Services) that might have been indicated by LHT shall, as a precondition, require the clarification of all technical



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questions and the proper fulfillment of the Customer's duties in due time.

4.3. In the event that LHT on its part fails to receive supplies although having placed congruent orders with reliable suppliers, LHT shall be released from its obligation to perform and be entitled to rescind the contract. In this case, LHT shall give the Customer immediate notice of the non-availability or the delayed availability of the Goods or the supply of services. The burden of proof that LHT must be held responsible for a violation of duty in connection with the procurement of the Goods shall lie with the Customer.

4.4. LHT shall have the right to make partial deliveries if the Customer can make use of the partial delivery within the framework of the purpose of the Customer Agreement, the delivery of the outstanding Goods is secured and the Customer does not incur any material additional expenditure or additional costs for this reason (unless LHT agrees to bear such costs).

4.5. Time limits and deadlines proposed by LHT for deliveries and services shall in any case be regarded as approximate periods or dates, unless a fixed term or date has explicitly been confirmed or agreed upon. If a dispatch has been agreed upon, delivery terms and delivery dates shall refer to the date of hand-over to a transportation services provider.

4.6. In the event that the delivery term agreed upon cannot be observed due to circumstances beyond LHT's control or the control of LHT's suppliers, the term shall be extended appropriately. In this case, the Customer shall be given immediate notice. If the impeding circumstances still exist two weeks after expiry of the delivery term agreed upon, each Party shall be entitled to rescind the contract. Further claims against LHT for having exceeded the delivery term through no fault of LHT shall be excluded.

4.7. Without prejudice to LHT's rights resulting from a default of payment on the part of the Customer, LHT shall be entitled to request the Customer to extend delivery and performance periods or to postpone delivery and performance dates by the period during which the Customer fails to comply with its contractual obligations towards LHT.

5. Obstacles to Deliveries and Services - Default

5.1. All events or circumstances, the prevention of which is beyond LHT's reasonable control ("**force majeure**") such as, but not limited to, acts of the public enemy, terrorism, war, insurrections or riots, blockades, fires, floods, explosions, earthquakes, storms, serious accidents, infectious diseases, epidemics, pandemics, endemics or quarantine, any act or omission of government or governmental authority (such as, but not limited to, delays with any customs clearance despite LHT having properly applied for it in due time or as a result of clarifications with customs authorities), strikes or labor troubles causing cessation, slowdown or interruption of work, general hindrance in transportation, general supply shortages and interruptions, shall release the Parties from their

obligation of delivery or acceptance for the duration and to the extent of such events or circumstances. In the event that LHT's sources of supply become totally or partly unavailable as a result of force majeure, as defined above, LHT shall not be obliged to purchase or procure from other suppliers. In this case and if reasonable, LHT shall be entitled to distribute the available quantity of Goods by taking all its delivery obligations into account.

5.2. If services to be rendered by LHT fail to be provided for reasons LHT cannot be made liable for, the Customer shall nevertheless be obliged to pay an appropriate compensation for costs and efforts expended by LHT.

5.3. LHT's liability for damage to goods of the Customer, for an infringement of contractual accessory obligations and for damage occurring otherwise than at the Goods or subject matter of the services itself shall be excluded, unless LHT is liable due to wilful misconduct or gross negligence on LHT's part or a statutory liability exists.

5.4. Whether a default in delivery or performance has arisen shall depend upon statutory regulations; in any case, however, the Customer shall be obliged to notify LHT at least in text format. If LHT comes into default with a delivery or performance or if, for any reason, LHT becomes unable to deliver or perform, LHT's liability shall be limited to damages according to Article 9 below. LHT's statutory rights, inclusive of rights in case of an exclusion of the obligation to perform shall remain unaffected.

6. Quality of the Goods Delivered by LHT – Consultation regarding Goods

6.1. The quality of the Goods delivered by LHT shall, (i) in case of pure commodities, exclusively be determined according to the product specification of the manufacturer and, (ii) in case of materials or parts produced by LHT, according to LHT's product specification.

6.2. Guarantees shall be assumed within the framework of individual, explicit and written agreements only.

6.3. Consultations rendered by LHT to the best of LHT's knowledge in regard of the Goods shall be non-binding. The sole responsibility for the use, application and processing of the Goods delivered by LHT as well as for compliance with applicable safety and security regulations shall lie with the Customer.

7. Notices of Defects – Claims for Defects (Sale of Goods, VIP Services)

For the sale of Goods and the provision of VIP Services other than aircraft-related VIP Services the following provisions apply:

7.1. The Goods delivered by LHT shall be carefully inspected immediately after their delivery to the Customer or the third person designated by the latter – especially, however, prior to an immediate use or processing, if any. With respect to apparent or other defects able to be detected in the course of an immediate careful inspection, they shall be deemed to



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have been accepted by the Customer, unless LHT receives a written notice of defect (text format shall be sufficient) within seven calendar days after delivery. With respect to other defects, the delivered Goods shall be deemed to have been accepted by the Customer, unless LHT receives a notice of defect within seven calendar days after the time when the defect became apparent; in the event, however, that the defect would have had been able to be detected by the Customer during normal use already at an earlier point of time, this earlier point of time shall be decisive for the commencement of the period for lodging a complaint. In case of partial deliveries, the preceding provisions shall apply with respect to each individual partial quantity.

7.2. To the extent that an acceptance of deliveries or services rendered by LHT hereunder is necessary or has been agreed upon, the Customer shall be obliged to inspect such deliveries or services directly and immediately upon delivery and to lodge complaints concerning the delivery or service volume, the properties or quality without any delay. LHT's deliveries and services shall in any case be deemed to have been accepted as being free from any defects, unless the Customer lodges a complaint about quality defects in text format within seven calendar days after delivery or performance. An unopposed use of LHT's deliveries or services or their payment on the part of the Customer shall be deemed to be an acceptance. Acceptance costs shall be borne by the Customer. If the Customer comes into delay with the acceptance, fails to act in cooperation or if LHT's delivery or service is delayed for any other reasons the Customer is liable for, LHT shall be entitled to request compensation for the damage resulting therefrom, inclusive of additional expenses (e.g., storage costs). In this context, LHT shall charge a compensation for each delayed calendar week begun at a rate of 0.5 % of the net price (delivery value) agreed upon, but in no case more than 5 % of the delivery value of the respective delivery/service, and in case of a final non-acceptance 10 % of the delivery value of the non-accepted delivery/service. The proof of a higher damage as well as LHT's statutory claims (including but not limited to a remuneration of additional expenses, an adequate compensation, termination) shall remain unaffected; the flat-rate compensation shall, however, be deducted from further monetary claims, if any. The Customer shall be free to give evidence that LHT did not incur any damage at all or a damage substantially lower than the aforementioned compensation. In the event of a delay in acceptance, acceptance shall be deemed to have taken place no later than after expiry of 14 calendar days after receipt of the notice of completion by the Customer.

7.3. The written (text format shall be sufficient) complaint of the Customer must include an exact description of the type and extent of the defect.

7.4. A complaint shall not entitle the Customer to retain due payments or to refuse acceptance of other deliveries or services.

7.5. In case of justified complaints submitted in due time, the Customer's claims for defects shall initially be limited to the right to request subsequent performance.

7.6. Within the framework of subsequent performance, LHT shall be entitled to choose between new delivery and subsequent improvement. If there is actually a defect, the costs for subsequent performance, especially transportation costs, travelling expenses, labor costs and costs of materials, shall be borne by LHT to the extent provided for by law. Otherwise, LHT shall be entitled to request the Customer to reimburse the costs incurred by LHT due to the unjustified request for defect elimination (especially inspection and transportation costs), unless the lack of defects was not detectable for the Customer. LHT's right to refuse subsequent performance according to statutory provisions shall remain unaffected.

7.7. If LHT's subsequent performance fails to be successful, the Customer shall be entitled to reduce the respective price or compensation or, at its discretion, to rescind the contract. Claims for damages according to Article 9 (Liability) shall remain unaffected thereby.

7.8. In case of an entrepreneurial recourse (section 445a of the German Civil Code (BGB)), if any, it shall be assumed that there were no defects at the time of the transfer of risk to the Customer if the Customer performed or ought to have performed a proper inspection according to Articles 7.1 through 7.3 and did not give notice of any defects, unless such assumption is incompatible with the nature of the item or defect.

7.9. In the event that the Customer asserts recourse claims, it must tolerate to be treated towards LHT as if it had implemented any and all contractual possibilities towards its contract partner which were admissible by virtue of law (e.g., refusal of subsequent performance for reasons of disproportionality or limitation of the reimbursement of expenses to a reasonable amount).

7.10. The warranty period shall amount to twelve months after delivery of the Goods or provision of the Services, unless mandatory statutory provisions require a longer period of limitation.

7.11. LHT does not warrant that the Goods are free from patents or other industrial property rights of third parties.

8. Warranty for Aircraft Services and aircraft-related VIP Services

For Aircraft Services and aircraft-related VIP Services the following provisions apply:

8.1. A defect shall only be subject to warranty if it arises within 12 months or within one thousand (1,000) Flight Hours after redelivery, whichever may occur first.

8.2. A warranty claim must be raised by the Customer within thirty (30) calendar days after the defect has or could have become reasonably apparent and LHT must be provided with



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the defective part for inspection and repair within an additional thirty (30) calendar days after the warranty claim has been raised. If a defect arises on a non-removable part of an aircraft, the Parties shall in good faith agree how to remedy such defect in a way convenient for the Customer and reasonably acceptable for LHT.

8.3. LHT's warranty shall be excluded (i) if the defect has been caused because the Maintenance Object has been altered, overhauled or repaired during the warranty period by any party other than LHT, or (ii) if the defect has been caused by the Customer's Working Equipment or any material supplied by the Customer or (iii) the Customer has not taken all precautions to prevent an aggravation of the damage, or (iv) the Customer does not comply with operating instructions given by LHT or the aircraft manufacturer and/or Component/material manufacturer. As long as the Customer is in default with its payment obligations, LHT may exercise its right of retention and may therefore reject warranty claims until full payment has been made. For such material or Aircraft Services not covered by this warranty, any assignable warranty rights granted to LHT by its suppliers shall be assigned to Customer. LHT shall support the Customer in pursuing such warranty rights.

8.4. Material/Components provided by the Customer to LHT must at all times have been stored, handled and operated in accordance with manufacturer's recommendations.

8.5. If upon the Customer's special request LHT or its Subcontractors perform a provisional repair, the materials installed and the Aircraft Services performed during such repair are not subject to any warranty.

8.6. LHT shall correct any defect covered by this warranty at its own cost and expense at one of its technical facilities or at any other place the Customer and LHT may agree upon from time to time. In such case the Customer shall arrange at its own risk and expense for the removal and transport of the defective parts to and from the location where the repair shall be made and for the reinstallation of the respective parts.

8.7. The warranty set forth in this Article shall be the exclusive and sole remedy for the Customer in case of any defect.

8.8. Articles 8.1 and 8.2 shall not apply to a possible claim for damages. Articles 8.1 and 8.2 shall also not apply if LHT has concealed the defect maliciously or has given a written durability guarantee or warranted properties.

8.9. Articles 8.1, 8.2, 8.4 and 8.5 shall not affect any other limitations of LHT's liability, or restrictions of the Customer's rights and claims against LHT in these VIP GTC and/or under applicable law.

9. Limitation of Liability

9.1. To the extent that the question of culpability is relevant in the respective context, LHT's liability for compensation of damages shall - irrespective of the legal ground - be limited according to the provisions in this Article 9.

9.2. LHT shall not assume any liability with respect to the suitability of a procurement and service ordered by the Customer for the purpose intended by the latter - the risk of use shall exclusively be borne by the Customer.

9.3. LHT shall not be liable in case of simple negligence of itself and its statutory representatives, Vicarious Agents, bodies, legal representatives, employees or other persons employed in the performance of LHT's obligations, unless significant contractual duties have been violated. Significant contractual duties shall especially include such obligations the fulfillment of which is a precondition for the proper implementation of the Customer Agreement and the compliance of which is and may regularly be relied on by the Customer.

9.4. To the extent that LHT is liable for damages on the merits according to Article 9.3, such liability shall be limited to the loss or damage which was at the time of conclusion of the Customer Agreement foreseen by LHT as possible consequence of an infringement or ought to have been foreseen by LHT when applying due care and diligence. Moreover, an indirect damage or a consequential damage resulting from defects of the subject matter of the delivery or service shall only be subject to compensation to the extent that such loss or damage can typically be expected when using the delivered item/Good or provided service in conformity with its intended purpose.

9.5. In the event of a liability for simple negligence, LHT's compensation duty shall in case of property damage and financial losses be limited to an amount equal to twice the value of the respective order per claim, even if significant duties were infringed.

9.6. The preceding liability exclusions and restrictions shall to the same extent apply to the favor of LHT's statutory representatives, Vicarious Agents, bodies, legal representatives, employees and other persons employed in the performance of LHT's obligations.

9.7. To the extent that LHT renders consulting services and the respective information or consultation does not belong to the contractual scope of services explicitly owed by LHT, such services shall be rendered without charge and under exclusion of any liability.

9.8. The restrictions set forth in this Article 9 shall not apply to a liability on LHT's part due to wilful misconduct, warranted characteristics, due to injury to life, body and health or according to the German Product Liability Act (Produkthaftungsgesetz) or other mandatory law.

10. Place of Performance

The Place of Performance of the Aircraft Services shall be the airport specified in the Customer Agreement. If a LHT service facility is located at such airport, the Place of Performance shall be such facility. In all other cases, Place of Performance for all obligations arising from the contractual relationship shall be the place of LHT's registered office unless a deviating



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place of performance is specifically agreed upon in the Customer Agreement.

11. Customer's Obligations regarding Aircraft Services or aircraft-related VIP Services

11.1. The Customer shall supply LHT with the Customer's Working Equipment and with all documents on the operation, operator requirements, maintenance and repair history of the Maintenance Object necessary for completing Aircraft Services or other aircraft-related VIP Services (including without limitation all relevant instruction manuals and special documentation not at LHT's disposal) as well as all relevant documents for handling, immigration and customs within seven (7) calendar days unless otherwise agreed in the Customer Agreement.

11.2. If the Customer fails to supply LHT with all documents as per Article 11.1 above or if such documents are incomprehensible or incomplete, LHT is entitled to request that the Customer supply any such documents, and any relevant undocumented information, within a reasonable period of time.

11.3. If the Customer does not comply with the request according to Article 11.2 in due time, LHT is entitled to terminate the Customer Agreement with immediate effect in part or in total at LHT's discretion. In such case, LHT shall be entitled to payment for those parts of the Aircraft Services or other aircraft-related VIP Services performed prior to the date of termination. Alternatively, LHT may obtain such documents at Customer's expense in order to provide the VIP Services.

11.4. Articles 11.1, 11.2 and 11.3 shall not in any way limit LHT's legal and contractual rights or claims.

11.5. For the purposes of this Article "documents" shall include documents in all formats, including without limitation electronic and paper formats.

12. Customer's Confidentiality Obligation

The Customer shall treat as strictly confidential any information disclosed by LHT relating to the Customer Agreement, including the document of the Customer Agreement itself as well as individual provisions contained therein ("**Confidential Information**"). Confidential Information shall include, but not be limited to, the contents of the negotiations leading up to the Customer Agreement, any business, technical and strategic data disclosed by LHT or its Subcontractors at any time for any reason - comprising any and all such information in oral or visual form - including but not limited to prices for materials, goods and services, the scope of services offered, legal provisions, turnaround times and man-hours needed.

13. Delivery of the Maintenance Object to LHT

The delivery of each Maintenance Object and the Customer's Working Equipment by the Customer to the Place of Performance of the Aircraft Services ("**Delivery of the Maintenance Object**") shall be at the Customer's risk and

expense, unless otherwise agreed in the Customer Agreement. Notwithstanding anything to the contrary in the Customer Agreement, the Customer shall reimburse LHT the cost of any duties, levies, fees, tariffs or other sums imposed by a government or any authority in relation to the import or export of any goods or services in connection with these terms or a Customer Agreement. The Customer shall, upon request, provide LHT with all information and documents requested to evidence its compliance with laws and regulations relevant to the import or export of goods or services.

14. Redelivery of the Maintenance Object to the Customer and Redelivery Dates

14.1. Redelivery of a Maintenance Object and Customer's Working Equipment shall be effected FCA Incoterms 2020 at the Place of Performance.

14.2. No later than three (3) calendar days after (i) LHT has notified the Customer that the Aircraft Services have been completed or (ii) at the date of termination of the Customer Agreement, the Customer shall exercise best efforts to immediately collect the Maintenance Object and the Customer's Working Equipment at the Place of Performance ("**Redelivery of the Maintenance Object**").

14.3. If the Customer fails to comply with Article 14.2, the Customer shall compensate LHT for any expenses it incurs in connection with the storage of the Maintenance Object and the Customer's Working Equipment according to the current LHT price catalogues for Special Aircraft Services as attached to the Customer Agreement.

14.4. Customer may request that LHT supports Customer in arranging for shipment of the Maintenance Object and the Customer's Working Equipment to another place as the one specified in Article 14.1 above. Any shipment arrangements made by LHT shall be in the name and on behalf of Customer and at Customer's expense.

14.5. Redelivery dates indicated by LHT are provisional, non-binding, and shall serve as general information only unless they have been explicitly declared in writing as binding by a person authorized to represent LHT.

14.6. If LHT becomes aware that it is likely to materially exceed the provisional redelivery date, LHT will promptly notify the Customer. In such case, the Customer may request LHT to perform the Aircraft Services within a fixed period after the provisional, non-binding redelivery date, provided such period is a reasonable period of time, given all the circumstances.

14.7. The Customer shall reimburse LHT the cost of any duties, levies, fees, tariffs or other sums imposed by a government or any authority in relation to the import or export of any goods or services in connection with these terms or a Customer Agreement. The Customer shall, upon request, provide LHT with all information and documents requested to

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evidence its compliance with laws and regulations relevant to the import or export of goods or services.

15. Insurance

15.1. In case of Aircraft Services or other aircraft-related VIP Services, the Customer agrees to obtain and maintain in full force during the term of the Customer Agreement the following insurances:

- Hull All Risks Insurance as well as an All Risk Property Insurance, including war risks containing a waiver of subrogation in favor of LHT, its representatives, Subcontractors, Vicarious Agents, bodies, legal representatives, employees or other persons employed in the performance of LHT's obligations;
- Comprehensive Airline Legal Liability Insurance including aircraft third party, passenger and war risk liability with a combined single limit in accordance with article 7 of Regulation (EC) No. 785/2004 naming LHT, representatives, Subcontractors, Vicarious Agents, bodies, legal representatives, employees or other persons employed in the performance of LHT's obligations, as additional insured parties.

15.2. If the Customer has ordered Aircraft Services or other aircraft-related VIP Services from LHT on behalf of a third party, the Customer shall ensure that such third party obtains and maintains the insurances specified according to Article 15.1.

16. Payments and Prices

16.1. Unless explicitly otherwise agreed in the respective purchase order and independent of more specific regulations in these VIP GTC LHT in its free discretion shall be entitled to demand advance payments at any time up to the complete price agreed in the respective order.

16.2. In case of a sale and/or delivery of Goods and for the provision of VIP Services the following shall apply:

16.2.1. Unless explicitly indicated otherwise, prices for Goods and remunerations for VIP Services shall be prices quoted in EUR currency net of the statutory value added tax; on the date of invoicing, the statutory amount of the value added tax shall be separately indicated in the invoice.

16.2.2. To the extent that public charges concerning the import or delivery of Goods or the provision of the VIP Services are increased or newly introduced between the date of the conclusion of the Customer Agreement and the date of delivery or service, LHT shall be entitled to rescind the respective Customer Agreement to the extent of the Goods and VIP Services concerned, unless the Customer assumes such charges.

16.2.3. If LHT has submitted a non-binding cost estimate for the delivery of Goods or VIP Services, LHT will give the Customer immediate notice in the event that it turns out during LHT's procurement/provision that the Goods or VIP Services cannot be delivered/rendered without considerably

exceeding such cost estimate. A considerable excess of the cost estimate shall be deemed to exist if the remuneration indicated in the cost estimate is exceeded by more than 10 %.

16.2.4. Unless otherwise agreed upon or indicated in the invoice, the invoice amount for the delivery of Goods or the provision of VIP Services (less advance payments, if any) shall become payable "net cash" and become due for payment upon the delivery of the Goods or the provision of the VIP Services and invoicing.

16.3. In case of Aircraft Services the following shall apply:

16.3.1. If not stated otherwise in the Customer Agreement, LHT will provide invoices covering the Customer Agreement price at least fifteen (15) calendar days in advance of Aircraft Services. The first invoice covering fifty per cent (50%) shall be paid by the Customer prior to the Delivery of the Maintenance Object. The remaining balance and estimated cost for additional work shall be paid before Redelivery of the Maintenance Object. A final invoice will be issued by LHT within six (6) months after Redelivery of the Maintenance Object and a supplemental invoice may be issued by LHT within twelve (12) months after Redelivery of the Maintenance Object.

16.3.2. The prices for the Aircraft Services shall be set forth in the Customer Agreement. In case no price is set forth, then LHT shall charge the price that LHT charges for such Aircraft Services as per the applicable LHT price catalogues for Special Aircraft Services as attached to the Customer Agreement. LHT reserves the right to adjust its current list price at any time and such adjusted price shall apply to the Goods requested by Customer effective from the date of such change. All prices in LHT's price list are exclusive of duties, levies, fees, tariffs or other sums imposed by a government or any authority in relation to the import or export of Goods. LHT shall be entitled to charge Customer any such costs, to the extent incurred as a surcharge on any invoice.

If, for any reason, circumstances occur that increase LHT's cost of carrying out VIP Services (whether directly or indirectly), LHT reserves the right to adjust any prices or fees applicable to VIP Services, including by adjustment of any cost estimate or preliminary invoice, upon notice in writing to Customer. To the extent that any such adjustment is reflected in an updated cost estimate or preliminary invoice, Customer shall pay such adjusted prices or fees in accordance with this Article. In all other cases, any adjusted pricing or fees will be reflected in the invoice issued after Redelivery and shall be paid by Customer in accordance with this Article.

16.4. Payments must be made solely by remittance. Payments shall be deemed to have been made as of the date on which the amount is at LHT's free disposal. Other forms of payment shall be subject to a special agreement that must at least be made in text format; costs arising in this context on

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both sides shall be borne by the Customer. The risk of the payment method shall lie with the Customer.

16.5. The Customer agrees that any dispute with regard to a payment obligation and any claim for reimbursement shall be made within one (1) month after receipt of the invoice. Customer shall be precluded from disputes or claims not made within this period.

16.6. Save for the provision as per Article 16.1.1 the Customer shall make payment in the contractually agreed currency. Any payment made in any currency other than the contractually agreed currency shall be exchanged at the exchange rate on the date the payment is valued to LHT's account. The Customer remains liable for any shortfall to the amount owed resulting from such exchange.

16.7. The Customer shall not be entitled to set off any claims against LHT's claims, unless such claims are determined in its favor by the final decision of a competent court or are undisputed or acknowledged by LHT.

16.8. The Customer may only exercise a right of retention if its counterclaim has been determined in its favor by the final decision of a competent court or is undisputed or acknowledged.

16.9. In the event that the Customer is a member of the IATA, the Customer hereby irrevocably authorizes LHT to take all steps necessary for the collection of late payments via IATA Clearing House. LHT is entitled to such collection for all late payments plus late payment charges.

16.10. If the Customer is in default of payment, LHT shall be entitled to assert interest of delay at a rate of 12 percentage points above the base interest rate. The assertion of additional damage or loss as well as of the lump-sum compensation according to Section 288 paragraph 5 of the German Civil Code (BGB) shall be reserved.

16.11. In case of justified doubts with respect to the solvency or creditworthiness of the Customer, especially in the event of outstanding payments, LHT shall be entitled to revoke any payment terms which might have been granted by LHT and to request payment in advance or a provision of securities for further deliveries and services.

17. Reservation of Property & IP Rights

17.1. Title to all material and Goods supplied by LHT under the Customer Agreement shall remain with LHT until complete payment of all amounts due under the respective Customer Agreement ("**Reserved Goods**").

17.2. In the event of a behavior of the Customer in breach of the Customer Agreement, particularly in case of a default in payment, LHT shall be entitled to rescind the Customer Agreement and the Customer shall be obliged to surrender the Reserved Goods to LHT ("**Enforcement Event**"). In an Enforcement Event, the Customer shall irrevocably grant LHT unobstructed access to its business and storage premises in order to take possession of the Reserved Goods. At first

request on LHT's part, the Customer shall also provide LHT with any and all necessary information and documents concerning the existence of Reserved Goods.

17.3. In the event that the title reservation fails to be effective according to the law of the country or state where the supplied material and/or delivered Goods are located, the Customer shall upon LHT's request provide another equivalent security. If the Customer fails to come up to this requirement, LHT shall be entitled to request immediate payment of any and all outstanding invoices without taking payment terms agreed upon (if any) into account.

17.4. Title to and all IP rights (including, but not limited to copyrights, trademarks, patents, registered design rights or design rights) in all documents or data (including but not limited to plans, drawings, patterns or designs) supplied by LHT to Customer for or under the Customer Agreement, shall remain with LHT or any third party which is entitled to such IP right. Customer ensures that it has obtained all rights and licenses of third parties necessary in particular for the performance of any Aircraft Services by LHT. Customer shall indemnify LHT against any and all claims, including reasonable legal fees, raised by third parties alleging that the Aircraft Services or work provided by LHT for Customer under a Customer Agreement infringes third party rights. Upon request, LHT will cooperate and support Customer in the defense against such third party claim and provide to Customer any available information and documentation reasonably required by it to support the defense.

18. Lien and Right of Retention

18.1. Provided that the German law on rights of aircraft (Gesetz über Rechte an Luftfahrzeugen) does not set forth otherwise, in the event that Customer fails to comply with its payment obligations under the Customer Agreement, LHT has by virtue of all services performed hereunder a contractual right of retention and a contractual lien with respect to the Maintenance Object in its custody as well as with respect to other items of Customer in LHT's custody to secure any claims of LHT against Customer out of or in connection with the Customer Agreement. These rights as well as a set-off right may also be asserted on account of claims arising from services and deliveries of goods previously performed, insofar as they are related to the Customer Agreement. The contractual lien shall also apply to other claims arising from the business relationship between LHT and the Customer but only insofar as these are undisputed or have been determined with legal effect. The contractual lien shall entitle LHT to sell any object in its possession on the open market no earlier than one month after advising the Customer of its intent to do so. To effect such sale, LHT shall not be required to obtain an enforceable title or to comply with the regulations governing forced sale.

18.2. In the event that Customer fails to comply with its payment obligations under the Customer Agreement, LHT shall also have the right to cease any ongoing Aircraft Services or other aircraft-related VIP Services without notice



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until all payments due under the Customer Agreement or any other contractual relationship of Customer and LHT have been made.

19. Customs Clearance and Licensing

According to international trade law of the European Union, the Customer is obliged to perform customs clearance for import (to be defined as the entry into the customs territory of the European Union) and export (to be defined as exit from the customs territory of the European Union) of any aircraft not registered within a European Union member state. In addition, the import and export of such aircraft must be licensed by the European Commission provided the aircraft is equipped with fire extinguisher filled with halon duly in advance of any Aircraft Services. LHT herewith agrees to perform the necessary customs clearance and to obtain the required licenses in the name and on behalf of Customer. In order to do this in a timely manner, Customer shall be obliged to provide LHT with all necessary information and documentation without delay. LHT shall not be liable for any delay due to late delivery of information and/or documentation by Customer or due to customs clearance and clarifications with customs authorities thereto. In addition, LHT does not guarantee the issuance of such licenses in time or their continuation in effect once issued and shall have no liability if, for any reason, any government fails to issue or cancels any licenses or for delays in issuing any licenses. Any delay in the Redelivery of the Maintenance Object or the Aircraft Services as a result of the license not having been granted in time despite LHT having properly applied for it in due time or as a result of clarifications with customs authorities shall be deemed an excusable delay in accordance with the Customer Agreement. Further prohibitions and restrictions may apply contingent upon any goods contained or items installed in/on the aircraft. In such case, Customer shall notify LHT in writing accordingly and provide the necessary information and documentation without delay. The above conditions, obligations and liabilities do also apply to all goods carried on said aircraft upon entry into and exit out of the European Union accordingly.

20. Trade Control Compliance

20.1 The Customer undertakes to conduct any activities under or in connection with the Customer Agreement in compliance with applicable export, import and sanction laws and regulations (in their most current version), including but not limited to those of, the United States (as stipulated in the U.S. Export Administration Regulations (EAR), 15 CFR Parts 730-774, or in the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120-130), the United Nations (as stipulated the United Nations Security Council Consolidated List), and those of other relevant foreign jurisdictions (collectively referred to as "Trade Control Laws"). The Customer represents and warrants that neither itself nor any of its affiliates are listed on any applicable sanctioned party list or controlled by a sanctioned person. If at any time following the entry into force of the Customer Agreement the Customer or any of its affiliates becomes a sanctioned person, or a sanctioned person acquires control of the

Customer or its affiliates, the Customer shall promptly notify LHT. The Customer acknowledges that performance by LHT of its obligations under this Agreement shall remain subject to obtaining, and to the terms of, any export license required under Trade Control Laws. Upon LHT's request, the Customer shall promptly provide LHT with appropriate documents or certifications as required by or to comply with Trade Control Laws. LHT reserves the right to not execute shipment until the Customer has provided necessary documents or certifications to enable LHT to use existing export licenses such as acknowledgement of LHT's license conditions. LHT further shall be released from its obligations if Trade Control Laws prevent LHT from fulfilling its obligations.

20.2 No Re-Export

(i) The Customer shall not sell, export or re-export, directly or indirectly any goods or technology supplied by LHT in connection with the Customer Agreement which fall under the scope of (1) Article 12g of the Council Regulation (EU) 833/2014 as of 31 July 2014 (as amended from time to time and in its most current version, defined as the "Regulation") to the Russian Federation or for use in the Russian Federation and/or (2) Article 8g of Council Regulation (EU) No 765/2006 (as amended from time to time) to Belarus or for use in Belarus.

(ii) The Customer shall use all necessary efforts to implement adequate measures to prevent any direct or indirect sale, export or re-export of any goods or technology supplied by LHT in connection with the Customer Agreement that fall under the scope of (1) Article 12g of the Regulation (as amended from time to time) by third parties to the Russian Federation and/or (2) Article 8g of Council Regulation (EU) No 765/2006 (as amended from time to time) by third parties to Belarus.

(iii) The Customer shall inform LHT about any relevant activities by third parties that could be in conflict with the purpose of Article 20.2(i).

The Customer shall provide LHT any information requested concerning compliance with the obligations under this Article 20.2.

In case of any breach of the obligations as set out in this Article 20.2 by the Customer, LHT shall be entitled to terminate the Customer Agreement upon written notice and with immediate effect.

21. LHT's Confidentiality / Data Protection by LHT

21.1. Always provided that it has not otherwise explicitly agreed upon in writing with the Customer, the information submitted to LHT together with Customer's offer or order shall not be regarded as confidential information, unless the confidentiality is obvious.

21.2. LHT draws attention to the fact that LHT will store data (including personal data) concerning the contractual relationship for data processing purposes and reserves the right to forward the data to third parties (e.g., insurance

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companies, Subcontractors) if this is necessary for contract fulfillment. In no case, however, LHT will sell or otherwise disclose them to third parties.

21.3. In connection with data protection, attention is also drawn to the following:

Contact data: Lufthansa Technik AG (address and contact data follow below), shall be the controller in terms of data protection law. LHT's data protection officer shall be available under the e-mail address datenschutz@dlh.de.

Purpose of processing and legal basis: As a contractual precondition for LHT's deliveries and services, the Customer may be bound to provide LHT with personal data (hereinafter called "**Data**"). Such Data shall be processed by LHT for the purpose of contract conclusion and implementation (inclusive of legal prosecution and claim collection purposes) on the basis of data protection law provisions (especially on the basis of Art. 6 paragraph 1 b) of the General Data Protection Regulation (GDPR)). In addition, LHT shall process the Data on the basis of data protection law provisions for the protection of LHT's legitimate interests (especially Art. 6 paragraph 1 f) of the GDPR). The legitimate interests in this context shall – according to the following regulations – focus on the prevention of bad debt losses by third parties or by LHT as well as in the transmission of information on services to the Customer.

Data categories: LHT shall process the following data categories: Master data (such as e.g., company name, where appropriate contact person, address), communication data, contract data, claims data, where appropriate information on payments and defaults.

Third recipients: Always provided that the relevant regulations are complied with, Data may be forwarded to credit agencies in order to avoid bad debt losses by third parties or by LHT, e.g. in order to collect probability values concerning bad debt losses or in order to forward information on undisputed claims or claims determined with legal effect in connection with which the Customer is in default of payment. The credit agencies also store the Data transmitted to them in order to make them available to their contract partners for an assessment of the risk of non-payment of receivables. In this context, however, Data will only be made available if and when the contract partners maintaining a relationship to the credit agency can show a legitimate interest in the transmission of the Data. For debtor search purposes, the credit agency may forward address data. The Customer may obtain information on the Data stored about it from the credit agency. In case of debt collection, Data may be transmitted to the following categories of recipients if this is necessary for collecting the claim: assignees, credit agencies, collection agencies, third-party debtors, residents' registration offices, courts, court bailiffs, attorneys at law.

Information on products and services: In compliance with data protection law regulations (especially Art. 6 paragraph 1 f) of the GDPR), LHT shall make use of Data in order to inform

the Customer about its other goods and services, if appropriate by mail or – by observing Section 7 paragraph 3 of the German Act on Unfair Competition (Gesetz gegen den unlauteren Wettbewerb - UWG) – by electronic means.

Data retention period: LHT shall delete the Data immediately if and when LHT is obliged to do so, especially if LHT is no longer in need of the Data for the purposes for which they were collected and there are no contradicting retention obligations. Irrespective of that, however, inspections whether a deletion of Data is possible shall take place in intervals of three years.

Rights of objection: The Customer may at any time raise objections against data processing for the purpose mentioned under "Information on products and services" by giving LHT notice to this effect. Irrespective thereof, the data subject shall be entitled to execute a right of objection according to Art. 13 paragraph 2 b) or Art. 14 paragraph 2 c) in conjunction with Art. 21 of the GDPR against data processing according to Art. 6 paragraph 1 f) of the GDPR.

Other rights of data subjects: The data subject shall hold the following rights according to existing statutory regulations (especially the GDPR): right of information, correction, deletion, limitation of processing and right of data portability. In addition, the data subject shall be entitled to lodge a complaint against the processing of data relating to its person with the supervisory authority. The address of LHT's competent supervisory authority is (at the time of the preparation of these VIP GTC): Der Hamburgische Beauftragte für Datenschutz und Informationsfreiheit, Ludwig-Erhard-Strasse 22, 7. OG, 20459 Hamburg, Germany, phone +49 (0)40 - 42854 - 4040, fax +49 (0)40 - 428 54 - 4000, e-mail: mailbox@datenschutz.hamburg.de, homepage: www.datenschutz-hamburg.de

22. Applicable Law and Venue

22.1. These VIP GTC and any legal matters that may arise out of or in connection with these VIP GTC shall be subject to and construed exclusively in accordance with the laws of the Federal Republic of Germany excluding German law's conflict of laws rules. The United Nations Convention on the International Sale of Goods (CISG) shall not apply. In the event of a conflict between the English legal meaning and the German legal meaning of these VIP GTC or any part thereof the German legal meaning shall prevail.

22.2. In the event that the Customer is a merchant, legal person under public law, or special asset (Sondervermögen) under public law or if the Customer has no general place of jurisdiction in Germany, the place of jurisdiction for any disputes arising from the business relationship between LHT and the Customer shall, at LHT's option, be the place of LHT's registered office or of the Customer's registered office. Place of jurisdiction for any legal action taken against LHT, however, shall in these cases exclusively be the place of LHT's registered office. Mandatory statutory provisions concerning exclusive places of jurisdiction shall remain unaffected by this provision.



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23. Waiver of Sovereign Immunity

Each Party hereby agrees that the matters that are the subject of these VIP GTC are commercial transactions and hereby undertakes to the other that it will not claim any immunity from suit, execution, pre-judgment or post-judgment attachment or other legal process in any jurisdiction in connection with these VIP GTC.

24. Final Provisions

24.1. Assignments of claims against LHT to third parties shall be excluded. Section 354a of the German Commercial Code (HGB) shall remain unaffected.

24.2. Nothing contained in these VIP GTC shall require either Party to take any action contrary to the law or to any order or regulation of any government or contrary to any permit or authorization granted to either Party by any governmental authority. If any of the provisions of these VIP GTC are held unlawful or otherwise ineffective by any court of competent jurisdiction, the remainder of these VIP GTC shall remain in full force and the unlawful or otherwise ineffective provision shall be substituted by a new provision reflecting the intent of the provision so substituted.

Lufthansa Technik AG

HAM T/TJ 06/2025