

# ADAC HEMS Academy

## ADAC HEMS Academy GmbH General Terms and Conditions

### 1. Scope

The following General Terms and Conditions ("**GTC**") shall apply - in the version valid at the time of booking - to all agreements concluded between ADAC HEMS Academy GmbH, Richthofenstraße 142, 53757 Sankt Augustin, Germany ("**AHA**") and the legal or natural person who commissions AHA to provide education/ training services and/ or infrastructure for education/ training (e.g. flight simulators) and/ or consulting services (jointly "**AHA Service Offer**") or books participation in an event ("**Customer**").

General terms and conditions of the Customer shall not apply. Deviations from these GTC as well as conflicting general terms and conditions of the Customer shall only be effective if AHA expressly acknowledges them in writing.

The Customer is a consumer in terms of section 13 German Civil Code (*Bürgerliches Gesetzbuch - BGB*) insofar as the purpose of the booked service from AHA Service Offer is predominantly outside his trade, business, or profession. An entrepreneur in terms of section 14 BGB, on the other hand, is any natural or legal person or partnership with legal capacity who, when concluding the contract, acts in the exercise of his trade, business, or profession.

### 2. AHA Service Offer

The provision of the service within the AHA Service Offer is based on a contract in accordance with these GTC or an individual customer contract.

The AHA Service Offer includes (i) education/ training, (ii) the provision of training infrastructure, and (iii) the provision of consulting services, in each case to personnel in air rescue, aviation, and acute and emergency medicine.

The scope of the AHA Service Offer includes the services listed in the specific, individual offer of AHA or in the service descriptions of the individual event published by the AHA on the website or within the booking tool "SIMply Book" in the customer area ("**Service Description**"). The respective individual offer of AHA or the Service Description is the basis for the conclusion of the contract with the Customer. The AHA Service Offer as well as the respective Service Description are non-binding, unless expressly stated otherwise in the respective Service Description.

Customer may send suitable employees and/ or members of its organizational entity to participate in the AHA Service Offer ("**Participants**").

### 3. Conclusion of contract

The booking of services from the AHA Service Offer by the Customer is made in writing (email or fax is sufficient), by handing over a completed and signed registration form in person or online via the AHA's "SIMply Book" booking tool.

When using the "SIMply Book" booking tool, the Customer can select from the AHA Service Offer and start the booking process for a specific course date by clicking the button "**Book**". By clicking the button "**Book bindingly now**" at the end of the booking process, the Customer submits a binding offer to book the selected service(s) from the AHA Service Offer. Before sending the binding offer, the Customer can change and view the data of the booking at any time. The offer for booking can only be submitted and transmitted if the Customer indicates by ticking the checkbox that he has read these GTC, accepts them and has thus included them in his offer.

Upon receipt of the respective offer from the Customer, AHA will send an automatic confirmation of receipt to the email address provided by the Customer, in which the customer's booking is listed again and which the customer can print out using the "**Print**" function. This automatic confirmation of receipt merely documents

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that the booking has been received by AHA and does not constitute acceptance of the offer. The contract is concluded by the confirmation of the booking of the respective service from AHA Service Offer of the Customer by AHA ("**Booking Confirmation**"), which is sent with a separate email. With the Booking Confirmation, the Customer receives the text of the contract (consisting of the order, the GTC and an order confirmation) on a durable medium (email or hard copy). The contract text is stored in compliance with the legal requirements for data protection in Germany.

The language available for the conclusion of the contract is exclusively German. This English translation and any other translations of the GTC into other languages are for the Customer's information only. In the event of any differences between the language versions, the German version shall prevail.

#### **4. Right of withdrawal for Consumers**

As a consumer in terms of section 13 BGB, the Customer has a statutory right of withdrawal when concluding a distance contract, about which AHA informs in accordance with the statutory sample in the context of the cancellation policy.

#### **5. Remuneration, Invoicing, Default**

Unless otherwise agreed in an individual customer contract or a specific offer, the Customer shall pay the remuneration agreed between the Customer and AHA ("**Remuneration**") for the use of the services within the AHA Service Offer. All prices stated on the website of AHA or the booking tool and/ or an individual offer of AHA are inclusive of the applicable statutory value added tax. The remuneration is due for payment immediately upon receipt of the booking confirmation.

If the Customer is in default of payment of the agreed Remuneration, AHA shall be entitled to charge interest on the Remuneration annually at a rate of nine (9) percentage points above the basis interest rate per annum if the Customer is an entrepreneur, and at a rate of five (5) percentage points above the basis interest rate per annum if the Customer is a consumer in terms of section 13 BGB.

If during the service period, in particular in regard of the rental of training infrastructure (e. g. use of a flight simulator), the Customer and/ or Participant makes use of any additional services from the AHA Service Offer, these services will be invoiced in accordance with the Remuneration agreed between the Customer and AHA or at the usual conditions. If the Customer and/ or Participant exceeds the agreed service period, the Customer is obligated to pay additional (pro rata) compensation in accordance with the agreed Remuneration for the time used in addition to the service period. Any other costs incurred in connection with exceeding the agreed service period shall be borne by the Customer.

Travel and accommodation of the Participants are generally to be organized by the Customer. The agreed Remuneration for the AHA Service Offer does especially not include any costs for arrival/ departure, transfers, or accommodation, unless otherwise agreed with the Customer. In case of education/ training services, break catering is provided for, which is generally included in the corresponding AHA Service Offer and is not to be remunerated separately, unless otherwise agreed with the Customer. The type and scope of the break catering is at the discretion of AHA.

Any taxes, fees and/ or other charges shall be borne by the Customer. All payments are to be made in Euro.

#### **6. Service period, transfer to third parties**

With the Booking Confirmation, the respective booking from the AHA Service Offer is binding. A change can only be made in exceptional cases with the express written consent of AHA. If the Customer and/ or Participant appears after the start of the agreed service period for the booked services, in particular education/ training measures or for the use of the training infrastructure, there is no corresponding postponement/ extension of the agreed service period and no (pro rata) refund for the missed service period.

The Customer is not permitted to pass on bookings to third parties if and to the extent that AHA has not given its prior written consent to the transfer. In the event of the transfer to a third party, the Customer is obliged to bind the third party in accordance with these GTC and/ or the respective underlying contract. In the event

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of the transfer to a third party, the Customer shall be fully liable for any violation of these GTC and/ or the underlying contract by the third party, as for its own fault.

## 7. Cancellation, rebooking by the Customer

Unless otherwise agreed in an individual customer contract or a specific offer, the Customer may cancel the booked service of the AHA Service Offer before the start of the service period. In this case, the following cancellation fees will apply as compensation for the damage incurred by AHA due to the cancellation:

Receipt of cancellation by AHA (in each case before the start of the service period).	Cancellation fee in [%] measured against the agreed Remuneration
more than 60 days	20 %
60 to 30 days	60 %
less than 30 days	100 %

If the Customer can prove that the loss suffered by AHA is less than the cancellation fee, the Customer shall be liable to pay only the proven lesser loss in lieu of the cancellation fee.

The cancellation of the booking must be made in writing by mail or fax. If the booking was made by email or online, cancellation is also possible by email. The effective receipt of the cancellation by AHA is decisive for a timely cancellation.

In case of non-participation of the Customer and/ or Participants in the agreed service without timely prior cancellation of the booking, the Customer remains obligated to pay the full amount of the Remuneration.

## 8. Cancellation for good cause

AHA is entitled to cancel or terminate the booking for good cause or to reschedule it in consultation with the Customer. Good cause shall be deemed to exist in particular in the event of non-availability/ failure of the training infrastructure for technical reasons and/ or non-availability of training personnel of AHA, insofar as this is not negligently or intentionally caused by AHA.

In the event of cancellation or discontinuation of the service by AHA, the Remuneration already paid will be refunded to the customer (pro rata). In the event of a mutually agreed rescheduling of the service period, the Remuneration already paid will be credited to the agreed alternative service period. Any expenses incurred, in particular travel or accommodation costs, by the Customer and/ or the Participants will not be reimbursed by AHA.

## 9. Exclusion of Participants

AHA is entitled to exclude individual Participants from the AHA Service Offer. This applies in particular if

- the Participant repeatedly and seriously disregards the instructions of the training personnel and/ or other employees of AHA, either negligently or intentionally. This is particularly the case if the disregard of the instructions could result in damage to the Participant himself/ herself and/ or other persons and/ or property;
- the Participant is in the opinion of the training staff and/ or other AHA employees unsuitable for participation in the AHA Service Offer, in particular for the use of the training infrastructure. This is particularly the case if the Participant has relevant health restrictions and/ or appears to be under the influence of substances that affect behavior and/ or the ability to act/ react;
- the Participant has violated the house rules.

A (partial) refund of the Remuneration is not possible in the event of an exclusion of individual Participants in accordance with this section 9 excluded.

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## **10. Assignment, exchange of the contracting party, offset**

Neither the Customer nor AHA may assign any rights or obligations under the contract without the prior written consent of the other party.

AHA is entitled to assign the contract (i) to such companies in which AHA or an affiliated company within the meaning of section 15 of the German Stock Corporation Act (*Aktiengesetz - AktG*) holds at least a 50% interest, or (ii) to a third party in the event of the sale of all or a substantial part of its business to which the contract relates. No assignment shall relieve either party from responsibility for the performance of any obligation that arose prior to the effective date of such assignment. If the Customer is a consumer in terms of section 13 BGB, in the event the contract is assigned by AHA pursuant to the preceding sentence, the Customer shall be entitled to terminate the contractual relationship for cause effective as of the date of assignment of the contract.

The Customer is only entitled to set-off with undisputed or legally binding claims.

## **11. Insurance**

The Customer is obliged to take out insurance against property damage to the property of AHA for himself, his employees as well as Participants sent by him in the usual amount.

At the request of AHA, the Customer shall provide AHA with proof of existence of the insurance coverage. Otherwise, AHA may refuse to provide the service without waiving AHA's claim to Remuneration.

## **12. Liability**

Customer's claims for damages are excluded. Excluded from this are claims for damages by the Customer arising from injury to life, limb, or health or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages based on an intentional or grossly negligent breach of AHA's obligations by AHA, its legal representatives or vicarious agents. Material contractual obligations are those whose fulfillment is necessary to achieve the objective of the contract. In addition, the provisions of the German Product Liability Act (*Produkthaftungsgesetz*) shall remain unaffected.

In the event of a breach of material contractual obligations pursuant to this section 12 paragraph 1, AHA shall only be liable for the foreseeable damage typical for the contractual obligation if such damage was caused by simple negligence, unless the Customer's claims for damages are based on injury to life, limb or health.

The restrictions of this section 12 paragraphs 1 and 2 also apply in favor of AHA's legal representatives and vicarious agents if claims are asserted directly against them.

The Customer is obligated to take appropriate measures to avert and mitigate damages.

## **13. Warranty**

Within the scope of service provision, AHA owes only the proper provision of the service with the greatest possible care.

Specifically, AHA does not warrant that the Customer and/ or Participants will acquire a particular competency required for a license, certificate, or assessment or obtain a particular license, certificate, or assessment from any regulatory agency, governmental entity, or other third party as a result of participation in the AHA Service Offer.

## **14. Data protection and Confidentiality**

The Customer shall comply with the applicable data protection laws (DSGVO, BDSG, state data protection laws).

AHA processes the Customer's personal data in accordance with the statutory requirements. Details of this can be found in the privacy policy for Customers.

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The Customer undertakes to treat as confidential and not to disclose to third parties any information that becomes known to him/ her through the business relationship with AHA, in particular the contents and conditions of bookings, for a period of three (3) years after the termination of the respective contract.

All information and data provided by AHA to the Customer and/ or the Participant as well as all related documents (including training documents) are intended exclusively for use by the Customer and/ or the Participants within the framework of the contract. The information, data and documents may only be passed on with the prior written consent of AHA.

The Customer undertakes to impose the aforementioned confidentiality obligation also on all its employees and Participants and to ensure that they comply with the obligation.

The non-disclosure agreement does not apply to information,

- which were already known to the Customer without restriction or publicly accessible without breach of this confidentiality obligation or became so later,
- independently developed by the Customer after disclosure, independent of the disclosed information, or lawfully obtained from another source that has the right to provide such information,
- that have already been disclosed by AHA to one or more third parties without restriction, or
- which the Customer is obliged to disclose by virtue of a court or official order.

## **15. Use of ADAC trademarks**

Any use of trademarks of ADAC e.V. and AHA is prohibited to the Customer unless the Customer has been granted separate written permission by ADAC e.V. or AHA.

## **16. Final provisions**

Contracts between AHA and the Customer shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The statutory provisions on the restriction of the choice of law and on the applicability of mandatory provisions, in particular of the state in which the Customer has his habitual residence as a consumer, shall remain unaffected.

Provided that the Customer is not a consumer in terms of section 13 BGB, the place of jurisdiction for all disputes arising from or in connection with the contractual relationship between the Customer and AHA is Bonn.

Should individual provisions of these GTC be invalid, unenforceable or unfeasible, this shall not affect the validity of the remaining provisions.