

## **General Terms and Conditions for Participation in Training Activities at the Fire Service Training Centre**

The Agreement between the Customer and Flughafen Leipzig/Halle GmbH (hereinafter "FLHG") shall be effected pursuant to the conditions stated herein upon being signed with the legally valid signature of the contractual parties.

### **Sec. 1 Scope**

1. These General Terms and Conditions apply to agreements on the performance of training activities at the FLHG Fire Service Training Centre.
2. Deviating provisions, also insofar as they form part of any General Terms and Conditions of the contractual partner, shall not apply unless their validity has been expressly acknowledged in writing by FLHG.

### **Sec. 2 Conclusion of the Training Agreement**

1. FLHG offers training activities at the Fire Service Training Centre over its homepage. By clicking one of the training activities or by completing and sending the registration form available on the homepage to FLHG, customers make a binding offer to FLHG to participate in one of the training activities.
2. Once this offer has been confirmed by FLHG, the Training Agreement shall be effected subject to the condition precedent that at least eight (8) participants register for the training activity.

### **Sec. 3 Training courses running in parallel**

The Customer is aware and accepts that training courses may run in parallel.

### **Sec. 4 Performance of training courses**

1. Each training group shall comprise a maximum of twelve (12) participants. Training courses shall only take place if the minimum participant number of eight (8) people is reached. Should this number not be reached, FLHG shall inform the Customer in good time that the training course shall not take place. Moreover, FLHG shall offer the Customer alternative course dates. In this case, the Customer shall not be entitled to any claims for compensation above and beyond the aforementioned.
2. As a general rule, protective clothing and fire fighting equipment, such as breathing apparatus, which are required for training are to be brought to the centre by the Customer and shall only be provided by FLHG for the performance of training activities in exceptional cases. The Customer is responsible for ensuring that the protective clothing and fire fighting equipment he/she provides conform to the current DIN standard.
3. Training participants shall follow the instructions provided by the main training instructor.
4. The use of training facilities is forbidden without the presence of FLHG operating staff (facilities operator).
5. The main training instructor is to be notified immediately of any perceived damage, irrelevant of nature.
6. At the end of each training course, the Customer shall return any loaned equipment provided by FLHG, such as protective clothing, in the same condition it was received in.
7. The Customer shall compensate FLHG for any damage to loaned equipment caused by the Customer's misuse of such equipment. The Customer shall, however, not be required to compensate for normal wear and tear caused by the intended use of such equipment.
8. After training courses have been conducted, the contractual parties shall record the use of the facilities, any emerging damage to the facilities and any existing damage and/or defects to the loaned items.

### **Sec. 6 Medical prerequisites to course participation**

1. To be able to participate in training courses, every course participant has to be medically fit; in particular, participants shall not suffer from health concerns as included in the G26.3 medical check-up. Immediately before the course commences, the Customer shall declare to the main training instructor that he/she is not aware of any medical reasons which prevent him/her from participating in the training course and that he/she currently feels mentally and physically fit. This statement shall be

documented by the main training instructor and countersigned by the respective course participants.

2. Should the main training instructor become aware of any reason for a participant to be excluded from the course, he/she is entitled to exclude the participant in question until evidence is furnished to the contrary.

### **Sec. 7 Costs and payment**

1. The costs shall be in accordance with the prices listed on the homepage for each of the respective training activities. The total statement shall include the costs of training and of any additional auxiliary services utilised by the Customer in connection with the performance of the training course; corporate customers shall be liable to pay value-added tax in the amount legally applicable at the time. The cost of the booking shall generally be settled in advance (prepayment), unless otherwise agreed.
2. Payments are deemed as having been made on time if they are received by FLHG by the deadline. Should the Customer default on payments, he/she shall pay default interest from the payment due date in accordance with the statutory provisions.

### **Sec. 8 Immediate termination and cancellation**

1. FLHG is entitled to terminate the contractual relationship without observing a period of notice with immediate effect, if:
  - a. the training location or substantial parts of the airport which are vital to the performance of the training course are utilised owing to sovereign authority or other circumstances for which FLHG shall not be held responsible, or if the use of such parts of the airport is made impossible,
  - b. the Customer misuses emergency facilities,
  - c. the Customer is under the influence of alcohol or other intoxicants during the training activity; the Customer repeatedly fails to observe the instructions provided by the main training instructor.
2. The Customer is entitled to cancel the Agreement on his/her part free-of-charge up to eight (8) weeks before the training activity is planned to commence. After this time, the cost of the training activity shall be incurred in full, irrelevant of whether or not the Customer participates in the course.

### **Sec. 9 Interruption of operations**

1. Should the use of the training facility become fully or partly impossible due to force majeure or other circumstances for which the parties are not responsible, any claims for compensation on either part shall not apply for the duration of this interference. In such cases, the parties shall agree on new training course dates, as far as this is still possible. FLHG shall not be obliged to reconstruct the training building should all or most of the building and/or the airport be destroyed.
2. If and when the contractual use of the entirely or partly damaged training building is not possible, the Customer shall not be obliged to pay for the course. Sentence 1, however, shall not apply if the damage or destruction is caused by the conduct of the Customer, or his/her employees or visitors.
3. FLHG is entitled to clear the airport and have its entrance points blocked if so required for security reasons. In this case, the Customer shall refrain from asserting a claim for damages caused by the clearing or closing of the airport. Any payment obligation shall cease during this period of time. The Customer and FLHG shall agree on alternative course dates should this be necessary.

### **Sec. 10 Defects and damage to the rental property**

1. Within the scope of the existing technical and operational possibilities, FLHG shall immediately resolve or have resolved any disturbances to the training facilities which impair the training activity. Should FLHG not be in a position to do this, and should this subsequently result in a (partial) shortfall in the training activity, the Customer's obligation to make payment shall cease for this period of time unless the disturbance to the training facility is caused by an action or omission attributable to the Customer.

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tomers, or his/her employees or visitors. If necessary, the contractual parties shall agree on alternative dates for the performance of the training activity.

2. The Customer is liable for all damage to FLHG attributable to him/her and for which he/she is responsible, unless he/she is able to prove that the damage was caused while following the instructions of the responsible training instructor.
3. FLHG shall not be liable for damage caused to the Customer connected with the training course unless such damage is caused by, or attributable to, FLHG or its agents.
4. If FLHG uses additional services, especially electricity, gas and water, provided by third parties, or commissions third parties to provide such services, FLHG shall assign all due claims for compensation against the third party to the Customer in the case of damage caused by such third party. Further liability on the part of FLHG to the Customer is excluded in this respect.

### **Sec. 11 Miscellaneous**

1. The Airport Usage Regulations and the site regulations, as amended, are integral components of the Agreement.
2. Amendments or supplements to this Agreement or any side agreements shall be in writing to be legally effective, provided no further formal requirement is in force.
3. Should any individual provisions be ineffective, this shall not affect the effectiveness of the remaining regulations of the General Terms and Conditions. The contractual parties commit to replacing any ineffective provisions by provisions which legally and economically conform to the original intent and purpose of the Agreement. This shall also apply in the case that any omissions are found to exist in the Agreement which have to be clarified.
4. German law shall apply.