

GENERAL TERMS AND CONDITIONS

of the public limited company
Airsafetytraining.com

Article 1 : Scope

Paragraph 1

The general terms and conditions apply to any request, offer, contract, legal act or legal relationships to which Airsafetytraining.com is party.

Paragraph 2

Derogation from these terms and conditions is only possible if parties have agreed this in writing. Different terms and conditions are explicitly rejected, in whatever event these terms and conditions are/remain applicable.

Article 2 : Definitions

Terms used in these terms and conditions are defined as follows:

Airsafetytraining.com: The private limited company, Airsafetytraining.com

Client: The natural person or legal entity which has instructed Airsafetytraining.com to carry out specific services or to supply goods.

Participants: Persons designated by the client (and instructed) to take part in a training programme, course or session, which is given/arranged by or on the instructions of Airsafetytraining.com

Agreed period: The date(s) on which, or between which, a training programme, course or session is given/arranged by or on the instructions of Airsafetytraining.com and/or instructors/coaches/employees are made available to the client.

Article 3 : Contract

Paragraph 1

All offers and quotations are without obligation.

Paragraph 2

A contract is effectuated at the moment when this has been confirmed to the client in writing by Airsafetytraining.com.

Paragraph 3

A contract shall not be effectuated if, on acceptance, the client deviates from offer. Airsafetytraining.com is not obliged to agree to the offer nor the deviating acceptance, unless Airsafetytraining.com explicitly agrees to this change.

Paragraph 4

A composite price quotation does not oblige Airsafetytraining.com to perform a part of the assignment for a pro rata reduced remuneration (i.e. fee).

Paragraph 5

Parties can agree to a fixed remuneration (i.e. fee). If no fixed remuneration is agreed, the work shall be performed on a cost-plus basis (number of hours worked) on the basis of the hourly rates charged by Airsafetytraining.com.



Paragraph 7

If the client suspends its obligations, the agreed deadline shall be extended by the duration of the suspension.

Paragraph 8

If work is carried out by Airsafetytraining.com or by a third party it has contracted at a location designated by the client, the client - at its own expense - shall ensure that facilities are available which are deemed necessary and suitable by Airsafetytraining.com.

Paragraph 9

If, during execution of the contract, it appears that it will be necessary to change and/or supplement the work being carried out, then Airsafetytraining.com is entitled to perform this additional work on the instructions of the client. The client shall remunerate/offset these cost variations.

Article 5 : Cancellation

Paragraph 1

The client can only cancel (i.e. terminate) the contract without charge, if this is done no later than fourteen days before the agreed period.

Paragraph 2

Irrespective of the cause, the client shall be charged 50% of the agreed remuneration (i.e. fee), if notice of termination takes place no later than 7 days prior to the agreed date of the course/period, and if this takes place any later (i.e. a shorter period than 7 days is observed), the full remuneration.

Paragraph 3

Participants enrolled on the course can be replaced by other participants if and insofar as Airsafetytraining.com has been notified of this in writing prior to the date/period of the course.

Article 6 : Time-limit for complaints

Paragraph 1

On acceptance and completion of the assignment, the client is obliged to verify whether the goods accepted/-delivered and the services provided meet the terms of the contract. If the client believes that Airsafetytraining.com has failed to fulfil its obligations pursuant to the contract, the client is required to send notification of this in writing within ten days of it having discovered, or of it having a reasonable expectation of discovering this failure. If the client allows this period to elapse, it can no longer lay its claim to the services being delivered/supplied not meeting the terms of the contract.

Paragraph 2

If a complaint is substantiated, Airsafetytraining.com shall re-perform the work as agreed, in whatever event, meeting its obligations pursuant to the contract.



Article 7 : Liability

Paragraph 1

Participation in the course/training activity/programme/instruction takes place at the sole risk of the client and/or the participant. At no time is Airsafetytraining.com liable for damage which the client and/or participant suffers/shall suffer as a result of participation in the training programme, activity, course or instruction in question.

Paragraph 2

Airsafetytraining.com is not liable for damage caused to property of the client and/or third parties who are in proximity to or on the premises where the training programme, activity, course or instruction takes place.

Paragraph 3

Airsafetytraining.com is not liable for consequential damage and/or loss of earnings resulting from whatever cause.

Paragraph 4

On whatever grounds, the liability of Airsafetytraining.com is limited to the sum reimbursed by the insurance company, but in whatever event shall be never more than the remuneration (i.e. fee) which the client owes pursuant to the contract. If the contractual period is longer than 6 months, the liability is limited to the remuneration owing for the preceding 6 months.

Paragraph 5

The client indemnifies Airsafetytraining.com against any claims made by third parties who suffer damage relating to the execution of the contract.

Paragraph 6

In the event of damage resulting from the client and/or third parties having followed the advice/instructions of Airsafetytraining.com and/or having consulted folders, catalogues and publicity material published by Airsafetytraining.com, Airsafetytraining.com is not liable. If Airsafetytraining.com second its staff to the client, Airsafetytraining.com is not liable with respect to damage which results from the instructions, advice or assignments provided by this staff.

Article 8 : Force majeure

Paragraph 1

Force majeure is said to exist if circumstances arise which impede the fulfilment of any obligation on the part of Airsafetytraining.com and which cannot be attributed to Airsafetytraining.com.



Paragraph 2

In whatever event, force majeure is understood to include circumstances which could not have been expected when the contract was entered into, such as workers' strikes, government measures, delays in transport, export bans, civil conflict, war, mobilisation, transport embargoes, import restrictions, fire, disease, theft, standstills, power cuts, non-delivery or non-timely delivery from suppliers or contracted third parties, earthquakes, measures taken by any government agency, effects of hacking and technical malfunctions or negligence on the part of suppliers and/or manufacturers as well as ancillaries, and events which cannot be reasonably insured by Airsaftytraining.com. Force majeure is also understood to mean disruptions to the (telecommunications) network or connections of communication systems and/or the suspension of withdrawal of accreditation from one of our examination offices to take examinations in a particular subject.

If the force majeure applies to a specific examination, Airsaftytraining.com – if possible - shall arrange another time or date to hold this examination.

Paragraph 3

In the event of force majeure, Airsaftytraining.com has the right to suspend execution of the contract, or to dissolve/terminate the contract without judicial intervention, but only through written notification of this to the client and without Airsaftytraining.com being liable to any payment of damages for whatever reason.

Paragraph 4

If Airsaftytraining.com, at the time of the force majeure coming into effect, has fulfilled its obligations in part, Airsaftytraining.com is entitled to charge for this. The client is obliged to pay this invoice.

Article 9 : Payment

Paragraph 1

The prices specified in offers and contracts do not include sales tax and other government taxes.

Paragraph 2

Airsaftytraining.com's invoice is required to be paid within thirty days of the date of the invoice.

Paragraph 3

If the client misses the deadline specified in paragraph 2, it is in default by operation of the law.

Paragraph 4

As from the date on which default comes into effect, the client shall be charged a contractual interest of 2% per month in respect of the amount owing.

Paragraph 5

In the first instance, amounts paid by the client will be used to settle the interest owed and the extrajudicial collection costs and, in the second instance, to settle the longest outstanding invoices, even when the client specifies that the payment relates to other receivables of Airsaftytraining.com.

Paragraph 6

On the request of Airsaftytraining.com, the client is obliged to provide a guarantee that it will fulfil its obligations.



Paragraph 6

Airsafetytraining.com is entitled to charge on price increases if the rates have increased between the time of the offer and the delivery of the goods or services.

Paragraph 7

Airsafetytraining.com shall assume the accuracy of the information provided by the client.

Paragraph 8

The client is obliged to ensure that Airsaftytraining.com is duly provided with information, permits, exemptions or other such documents which are necessary for the execution of the contract. If the information necessary for the execution of the contract has not been or is not duly provided, Airsaftytraining.com has the right to suspend execution of the contract and/or to charge the (additional) costs arising from this delay to the client.

Paragraph 9

Quotations which have previously been submitted and the prices specified in these are not valid in respect of future requests made on the part of the client.

Article 4 : Deadlines

Paragraph 1

Airsafetytraining.com is only obliged to give/arrange the training programme/course/session after the client has fulfilled its (due and payable) obligations on the basis of the contract.

Paragraph 2

The contract is entered into for a fixed period, unless the nature of the contract deems otherwise.

Paragraph 3

If parties have agreed a deadline, this is never a non-negotiable deadline on the part of Airsaftytraining.com. Airsaftytraining.com is in default only after it has been given notice of default and a reasonably set deadline for this has elapsed.

Paragraph 4

The deadlines/delivery times set by Airsaftytraining.com are indicative and, in the event of these being exceeded, the client has no right to dissolution and/or right to damages.

Paragraph 5

Airsafetytraining.com can extend the agreed deadline(s) by the time that is necessary to perform the assignment, if circumstances arise which were unknown to Airsaftytraining.com prior to or at the time of the contract being entered into.

Paragraph 6

If it has been agreed by parties that the contract shall be executed in phases, Airsaftytraining.com may suspend execution of the separate phases until the client has approved in writing the results of the phase(s) preceding this.



Paragraph 7

The client has no right to suspend its obligations to payment.

Article 10 : Extrajudicial collection costs

If the client is in default with respect to fulfilment of its payment obligations, all reasonable costs incurred in order to recover payment extrajudicially will be charged to the client. These costs are set as follows:

With respect to the first €15,000: 25%

With respect to anything above this: 15%

Article 11 : Course material/training location

Paragraph 1

If Airsafetytraining.com provides a training programme, course or instruction, the Airsafetytraining.com course regulations apply.

Paragraph 2

Participants to the training programme, course or instruction shall receive these course regulations prior to the course. It may suffice for Airsafetytraining.com to provide the client with the regulations, who will then arrange for these to be distributed among participants.

Paragraph 3

If training locations, classrooms, simulators, etc. are used by Airsafetytraining.com, these course regulations also apply.

Paragraph 4

If training locations, classrooms, simulators, etc. are used, Airsafetytraining.com - if this is deemed necessary - can deploy an additional instructor. The costs of this will be borne by the client.

Paragraph 5

If training locations, classrooms and/or simulators are used, the client must ensure that these are left in a clean condition afterwards. If this does not happen, the client is obliged to pay the cleaning costs.

Paragraph 6

If training locations, classrooms and simulators are hired, Airsafetytraining.com is not liable for any damage caused, for whatever reason, to the property of the client, participant and/or third parties, as well as for any personal injury.

Paragraph 7

If applicable, Airsafetytraining.com will use volunteer casualties, who are deployed on a voluntary basis by a LOTUS branch which is active in the region of the training location. For the availability and attendance of a volunteer casualty, Airsafetytraining.com is dependent on the volunteer casualty delegated by the LOTUS branch in question. If applicable, Airsafetytraining.com shall make every effort to ensure the availability of a volunteer casualty, but cannot guarantee that a volunteer casualty will be present at every training programme, course or instruction and does not accept any liability for this.

Article 12 : Retention of title

Paragraph 1

After delivery, Airsafetytraining.com remains the owner of the goods provided:

As long as the client has not settled its debts ensuing from the non-fulfilment of its obligations;
If the client fails to, or its actions indicate that it will fail to, fulfil its obligations pursuant to this or other contracts.

Paragraph 2

Airsafetytraining.com is entitled to remove any goods supplied from the client or third parties, if the client has not fulfilled its obligations and/or there is any good reason to suspect that this will happen.

Paragraph 3

If Airsafetytraining.com has made goods available to the client, the client is obliged to return the goods provided in full, in their original condition and without defects, within fourteen days. If the client fails to fulfil this obligation, it is obliged to bear any costs arising from this.

Article 13 : Intellectual property

Paragraph 1

Unless otherwise agreed in writing, Airsafetytraining.com retains the copyright and all industrial property rights to offers, designs, recommendations, course material, images, drawings, models and programs which it provides.

Paragraph 2

These rights remain the property of Airsafetytraining.com, regardless of whether the client has been charged for the costs of their manufacture. It is not permitted to copy, use or show this information to third parties without the express permission of Airsafetytraining.com. Each time this condition is contravened, the client is obliged to pay an immediate penalty of €5,000.

Article 14 : Applicable law

Paragraph 1

The law of the Netherlands applies.

Paragraph 2

The Limburg court based in Maastricht is authorised to deal with the dispute.

Paragraph 3

If these general terms and conditions are/have been translated (and/or any individual article), the Dutch text is binding for the purpose of interpretation.





airsafetytraining.com