

## General Terms and Conditions for Aeroplane and Helicopter Trainings (theory courses) offered by RUAG companies based in Switzerland (GTC Theory Courses)\*

### 1. Scope of application and validity

- 1.1 These GTC Theory Courses govern the contractual agreement, content and performance of the above-mentioned courses staged by RUAG. Should the GTC Theory Courses conflict with the GTC Services, the GTC Theory Courses take precedence.
- 1.2 These GTC Theory Courses apply to all the above-mentioned RUAG courses. They form an integral part of the contract with each participant.
- 1.3 These GTC Theory Courses shall be deemed to have been accepted if the course participant has completed and sent the registration form in full on the RUAG website.

### 2. Registration and confirmation

- 2.1 RUAG will confirm receipt of the registration by email (email confirmation). The theory course will only take place if there is a sufficient number of participants. If no course takes place within 6 months, the contract may be cancelled by both parties in writing.
- 2.2 When the final course date is set, RUAG will send a confirmation note with the invoice details for remitting the course fee. The payment date stated on the registration confirmation is binding.

### 3. Course fee and payment

- 3.1 Full payment of the course fee is a prerequisite for participation. In the event of non-payment by the binding payment date, the course place will be reassigned.
- 3.2 All documents are included in the course fee.

### 4. Organization

- 4.1 For organizational reasons, RUAG reserves the right to combine course events, postpone them, change the location within Switzerland or shorten course events for important unforeseeable reasons with a percentage refund of the course fee.
- 4.2 If a course instructor is unable to attend, RUAG can appoint a substitute.

### 5. Languages

The course language is German or English.

### 6. Places and implementation

- 6.1 To enable RUAG to conduct the courses under optimum conditions, it limits the number of participants to 15.
- 6.2 The course places will be allocated in the order of registration (subject to timely payment of the course fee). If the number of participants is insufficient, the course will generally not be held and the course fee will be waived or refunded.

### 7. Authorizations

The course is dependent on obtaining all necessary state permits, in particular with regard to the Federal Act on Private Security Services Abroad (BPS), which also applies to the provision of services for the benefit of foreign armed forces or security forces.

### 8. Exclusion

- 8.1 RUAG reserves the right to exclude one or more course participants from a course for good reason. In particular, the following reasons may lead to exclusion: a) failure to pass the compliance check (including sanctions list and personal security check); b) defamation, harassment and deliberate damage to property; c) failure to show the necessary residence permit in Switzerland; d) repeated disregard of RUAG instructions.
- 8.2 In cases of exclusions pursuant to 7.1 b), c) or d), the course fee is due, i.e. neither a proportional refund of the fee will be granted nor will it be waived.

### 9. Cancellation and non-attendance

- 9.1 Depending on the time of cancellation, RUAG may waive all or part of the course fee. The following rules will apply: If cancellation is received 9 weeks prior to the start of the course or earlier: Full refund of the course fee. If cancellation is received between 4 and 8 weeks prior to the start of the course: 20% of the course fee will be charged. If cancellation is received between 2 and 4 weeks prior to the start of the course: 70% of the course fee will be charged. If cancellation is received later or no cancellation is received, the whole course fee will be due.
- 9.2 If a participant is partially absent or fails to attend at all, there will be no refund of the course fee. Non-participation in a course that has not yet been paid for does not release the participant from their obligation to pay the course fee. A refund or waiver will only be granted if proof is provided of important reasons, such as illness or accident (on presentation of a medical certificate).

### 10. Course days not attended

Course days not attended cannot be made up and will not be refunded.

### 11. Course confirmation

After at least 80% of the total course time has been attended, RUAG will issue confirmation of attendance for the participants.

### 12. Liability

The liability of RUAG will be limited exclusively to grossly negligent or deliberate contract violations. Liability for auxiliary persons is expressly excluded.

### 13. Insurance

The course participant is obliged to have valid liability insurance for the entire duration of the course. RUAG may request a copy of the current insurance policy from the course participant at any time.

### 14. Copyright

The course material is protected by copyright and RUAG has full rights.

### 15. Programme and price changes

RUAG reserves the right to change programmes and prices. Any changes to programmes or prices will be announced in good time.

### 16. Notices and alterations of contract

Notices as well as supplements and alterations of these GTC or to the contract subject to these GTC and its contractual components shall only be valid if they are made or agreed to in writing by the parties.

### 17. Electronic signature

Each party agrees that the term "writing" includes the electronic form and that all electronic signatures appearing on notices, documents or contracts shall be equivalent in terms of validity, enforceability and admissibility to the written form according to this clause. A simple electronic signature is sufficient, unless otherwise provided by law. Electronically signed notices, documents or contracts may also be transmitted electronically.

### 18. Applicable law and jurisdiction

- 18.1 Material Swiss Law shall apply, excluding its rules on conflicts of law (in particular, the Swiss Federal Act on Private International Law of 18 December 1987).
- 18.2 For all disputes arising out of or in connection with the contractual relationship only the law courts at the domicile of RUAG shall be competent.

\*This is a translation. In case of inconsistencies, the original German version prevails.