

General Terms and Conditions for Aeroplane and Helicopter Trainings (training with simulator, training with aeroplane and helicopter and individual training) offered by RUAG companies based in Switzerland (GTC Trainings)*

1. Scope of application and validity

- 1.1 These GTC Trainings govern the contractual agreement, content and performance of the above-mentioned training offered by RUAG. Should the GTC Trainings conflict with the GTC Services, the GTC Trainings will take precedence.
- 1.2 These GTC Trainings apply to all above-mentioned trainings offered by RUAG. They form an integral part of the contract with each participant.
- 1.3 These GTC Trainings will be deemed to have been accepted when the course participant has completely filled out and submitted the registration form on the RUAG website.

2. Registration

- 2.1 RUAG will confirm receipt of the registration by email (email confirmation). The training 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. Training fee and payment

- 3.1 Full payment of the training fee is a prerequisite for participation. In the event of non-payment by the binding payment date, the training will not be provided.
- 3.2 All documents are included in the training fee.

4. Organization

- 4.1 For organizational reasons, RUAG reserves the right to change the location within Switzerland or shorten the training for important unforeseeable reasons with a percentage refund of the training fee, or to cancel it at short notice.
- 4.2 If an instructor or pilot is unable to attend, RUAG can appoint a substitute.

5. Languages

Training will be performed in German or English.

6. Places and implementation

To enable RUAG to conduct the training under optimum conditions, it will limit the number of participants.

7. Authorizations

The training 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 participants from training for good reason. In particular, the following reasons may lead to exclusion from the training: 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 in connection with operation of the simulators and the participant's presence in the installation.
- 8.2 In cases of exclusions pursuant to 8.1 b), c) or d), the training fee will be due, i.e. neither a proportional refund of the fee will be granted nor will it be waived.

9. Security with respect to simulator and Swiss Air Force installation

- 9.1 The participants acknowledge that the Air Force grounds as well as the training centre and simulators are security-sensitive areas which are subject to secrecy. Any use by the participant must first be approved by the relevant RUAG offices and the lessor of the simulator. In the event that approval is not granted, the training fee will be refunded.
- 9.2 Electronic equipment and accessories with image recording and/or surveying functions such as PCs, laptops, notebooks, handheld PCs, palmtops, PDAs, smartphones, mobile telephones or any devices which endanger the safety and security of the installation, may only be taken into military installations with the written approval of the Air Force.

10. Cancellation and non-attendance

- 10.1 Depending on the time of cancellation, RUAG may waive all or part of the training fee. The following rules will apply: If cancellation is received 5 weeks prior to the start of the training or earlier: Full refund of the training fee. If cancellation is received between 2 and 4 weeks prior to the start of the training: 30% of the training fee will be charged. If cancellation is received later or no cancellation is received, the whole training fee will be due.
- 10.2 Non-participation in training that has not yet been paid for does not release the participant from their obligation to pay the training 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).

11. Training not attended

Training not attended cannot be made up and will not be refunded.

12. Liability

- 12.1 The liability of RUAG will be limited exclusively to grossly negligent or deliberate contract violations. Liability for auxiliary persons is expressly excluded.
- 12.2 The participant will be liable for any damage caused to simulators or aircrafts by the participants.

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 training material is protected by copyright and RUAG has full rights.

15. Programme and price changes

RUAG reserves the right to change programmes, dates and prices. Any changes to programmes, dates 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.

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

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.