

Standard Terms and Conditions of Aviation Quality Services (AQS) (excluding IOSA, ISAGO, ISSA, IS-BAO and Web-Based Training)

1. Standard Terms and Conditions (excluding IOSA, ISAGO, ISSA program services as well as IS-BAO and Web-Based Training)

(1) Acceptance

Any written quote for any services will remain open for acceptance for two (2) months from the date of dispatch and thereafter will lapse unless otherwise stated in writing.

(2) Agreement

In all cases, the completion of an application form or written acceptance of a quote is deemed to constitute confirmation of acceptance of a course or service.

The Code of Ethics and Conflict of Interest Policy of AQS constitute an integral part of these Standard Terms and Conditions.

The services may be subject to terms and conditions laid down in a separate contract between AQS and the Client. Should no such contract exist, the terms and conditions of service defined in these Standard Terms and Conditions shall apply.

(3) Payment

a) Cash or personal check with bank card, all major credit/debit cards, banker's draft or BACS transfers are acceptable methods of payment. Please transfer the amount to our bank account at:

Deutsche Bank Köln
IBAN: DE78 3707 0060 017555200
SWIFT/BIC: DEUTDEDEKXXX

b) Payment for **any service is due 30 days prior** to the beginning of the event (e.g. in-house training courses, audits other than those under the IATA program, gap analysis or any other consulting services), unless otherwise agreed in writing (e.g. in the quote or contract).

c) All charges and fees quoted are net of value added tax (VAT) or any other sales or withholding tax and are payable in the currency quoted.

d) All products and reports remain in the property of AQS until paid in full.

e) Payments must be made without any set-off or counterclaim. If the Client is required by law to deduct or withhold any amounts from any payment hereunder, it shall do so and the sum due from the Client in respect of such payment will be increased to the extent necessary to ensure that, after deducting or withholding any such amounts, AQS receives and retains (free of any liability in respect of any such amounts deducted or withheld) a net sum equal to the sum it would have received and retained had no deduction or withholding been required. The Client shall provide to AQS a withholding tax certificate documenting the payment to the relevant governmental authority.

(4) Tax Policy

a) Prior to the start of the service or event, AQS may consult tax advisers on local tax issues. In the event additional taxes apply under local law, which may have to be borne by AQS, AQS reserves the right to adjust the quoted price accordingly or to cancel the service or event.

b) The tax clause under section 5 below these Standard Terms and Conditions shall apply and take precedence where applicable.

(5) Language

If not otherwise stated, the official language for all written and oral communications relating to the services is English. The Client agrees to arrange and pay for local linguistic support, if required. If the Client requires an interpreter, internal staff from another department may act as an interpreter or AQS can arrange for an external interpreter. In the latter case, the costs would be charged to the Client.

(6) Client's Obligations

a) The Client shall ensure that AQS' expert is covered under the Client's existing liability insurance for the duration of the on-site event at the Client's premises.

b) During the term of the contract, the Client shall grant AQS free access to the premises and the information records as well as any other material AQS may require for the provision of the service.

- c) The Client shall secure and otherwise safeguard all property of AQS.
- d) The Client shall make available appropriate personnel to liaise with AQS.
- e) The Client shall not attempt to solicit assigned personnel from AQS. The obligations of the Client, its parent companies and/or affiliates and shall survive the termination of the contract for a period of three years.

(7) AQS' Obligations

AQS shall provide the services with reasonable care and skill to the best of its ability and with diligence and care in accordance with custom and usage in the aviation field and internationally accepted standards and practices.

(8) Subcontracting & Replacements

- a) AQS is entitled to engage subcontractors without the prior consent of the Client.
- b) AQS may at its discretion replace assigned personnel, in which case, however, AQS shall notify the Client in advance.
- c) During the period of assignment to the Client, AQS' experts shall remain employees of AQS or the subcontractor.

(9) Reservation and postponement of services

If the Client expresses any preference concerning specific time slots for holding an event, AQS will tentatively reserve the requested dates, but can only confirm them once the signed quote or contract has been sent to AQS' headquarters, which must be done in due time prior to the planned on-site event. If the signed contract is not received in due time at AQS' headquarters, AQS may reschedule the dates for the next available time slot.

(10) Termination

A party may terminate the contract prior to the expiration of the contract term for any of the following reasons:

- (a) The other party becomes insolvent, assigns all or part of its assets for the benefit of creditors, or upon the filing of any petition in bankruptcy, be it voluntary or involuntary;
- (b) A petition is presented to wind-up the other party (and the petition is not discharged within seven (7) days) or to appoint an administrator;
- (c) A meeting is held by the other party's shareholders at which it is decided to wind-up that party;
- (d) A receiver, administrative receiver, administrator, trustee or liquidator is appointed to dispose over all or part of the other party's assets or;
- (e) A legal person holding security takes possession of all or part of the assets or business of the other party;
- (f) The other party is in material breach of its obligations under the contract and if such breach continues for more than five (5) days following the breaching party's receipt of a written request by the non-breaching party to cure performance; or
- (g) The other party fails to discharge its contractual obligations or acts to jeopardize the due and proper discharge of its contractual obligations..

A party shall promptly notify the other party in writing of the occurrence of any of the events described in clause 10 which may affect it. Failure to do so shall be deemed a material breach of the contract. Upon a party's receipt of a request to cure from the other party, that party shall use its best efforts to cure the breach described in such notification within five (5) days thereof.

Termination of the contract by a party shall be without prejudice to that party's other rights and remedies thereunder.

(11) Force Majeure

AQS shall not be liable for any failure to perform any obligation under any contract which is due to an event beyond the control of AQS including but not limited to any act of God, terrorism, war, political insurgency, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of its control, which would serve as grounds for termination of any contract entered into and which could not have been reasonably foreseen.

Any party affected by such event shall notify the other party thereof without undue delay and shall use all reasonable efforts to comply with the terms of the relevant contract.

AQS shall be within its rights to discontinue its services, refuse to sign a contract or enter into any cooperation with the Client in a country against which an advisory has been issued by the German Federal Foreign Office (*Auswärtiges Amt*) in its official reports or by the Lufthansa Corporate Security Department after a safety assessment.

(12) Bookings of accommodation, transportation and visas

Unless otherwise stated, the Client shall be responsible for booking all hotel and travel reservations (incl. all changes or cancellations). For in-house events, confirmed business class tickets for long-haul flights (4+ hours) and at least an internationally recognized 4-star airline hotel are required. Incidental hotel charges shall be borne by the Client. AQS will not assume liability for commitments arising from hotel reservations.

The Client shall take care of the expert's entry visa and related formalities such as work permit and reporting to the Security Office, Immigration Office or local police station if required. The entry visa must either be issued upon arrival of the expert following prior announcement of visa dates to Client or in advance. If applicable, the Client shall be responsible for any fees incurred for visas.

Ground transportation shall be provided for AQS' experts or the Client's employees attending one of AQS' public training courses to and from duty at all places of their assignment at Client's own cost.

If any support is needed from AQS, AQS' responsible department will assist in any bookings.

(13) Exclusions and Limitations of Liability

AQS, its personnel and its subcontractors shall not be liable for any direct or indirect damage to, or loss of property, including aircraft, or injury to or death of or any other damage sustained by the Client, its personnel, agents or third parties, due to or in connection with or as a consequence of the performance or non-performance of work under these Standard Terms and Conditions, unless caused by willful misconduct or gross negligence of AQS' personnel and the Client shall indemnify and hold harmless AQS, its personnel and its subcontractors against any and all such claims, including costs and expenses incidental thereto. In any case AQS will not be liable for any consequential damages and its liability under this Agreement shall be limited to the amount received by AQS for services already performed in the course of the project as at the time the damage occurred.

The Client will be responsible for and insofar will indemnify and hold harmless AQS, its directors, officers employees and freelancers acting on behalf of AQS and third parties against all liabilities, damages and losses to property, costs and expenses for injury to or death of directors, officers, employees of AQS or freelancers acting on behalf of AQS or any third party, caused by gross negligence or willful misconduct of the Client, its directors, officers or employees during the term of the contract.

(14) Privacy Statement

AQS is committed to protect privacy. Authorized employees within the company may use the Client's information on a need-to-know basis only.

(15) Confidentiality

AQS processes personal data collected during visits to AQS' website and events in accordance with German law. AQS' privacy policy supplements the provisions set out in the Lufthansa Group Guidelines for Data Protection.

AQS respects the Client's privacy and adheres to the following policy relating to the use and disclosure of personal data and purpose allocation:

a) Use to improve offerings

AQS processes and uses the Client's personal data for the purpose of providing services on the website, e.g. to provide the Client with a customized quote and/or to avoid redundant entries, and only to the extent necessary for these purposes.

b) Contract execution

If the Client has provided AQS with personal data, AQS uses it only to respond to the Client's individual requests, to process contracts entered into with the Client and for technical administration.

c) Transmission to a third party/third country

Insofar as this is necessary for the conclusion or implementation of contracts, the data collected from the Client may be transmitted to third parties. However, the Client's data will not be transferred to third countries and AQS will not sell or rent the Client's personal information to any third party or use the Client's e-mail address for unsolicited e-mail. Any e-mails sent by AQS will be solely in connection with the provision of agreed services and products.

d) Transmission to authorities

Personal data will only be collected and transmitted to government institutions and authorities subject to the provisions of valid legislation. AQS' employees and suppliers/partners are bound to confidentiality and data secrecy according to § 5 of the German Federal Data Protection Act (BDSG).

e) Use during training courses

Under the BDSG, the Client consents to the storage of the Client's personal data with regards to any event conducted by AQS and the resulting issuance of any certificates. The Client's name and company will appear on the attendance list, which will be disseminated to all persons attending any public training course for which the Client has registered.

(16) Right to information

The Client has the right to inspect and request copies of any and all of Client's records kept by AQS, provided that AQS is given reasonable advance notice thereof. The Client is requested to retain copies of any literature issued in relation to the provision of AQS services. Where appropriate, AQS shall provide the Client with appropriate written information, handouts or copies of records as part of an agreed contract.

At the Client's request, AQS will inform the Client whether AQS is storing any of the Client's personal data and, if so, which data these are. AQS endeavors to accurately record and keep personal data up to date. However, should the Client's stored personal data nevertheless be incorrect, AQS will correct it at the Client's request.

(17) Data security

AQS takes technical and organizational security measures to protect the Client's data managed by AQS against accidental or intentional manipulation, loss, destruction or access by unauthorized persons. AQS' security measures are continuously improved in line with technological developments. Data processing and transmission are performed using the SSL procedure (Secure Socket Layer).

With e-mail communications, 100% data security cannot be guaranteed. AQS therefore encourages the Client to send confidential information by conventional mail. If AQS receives an e-mail from the Client, AQS assumes that AQS is authorized to reply by e-mail.

(18) Intellectual Property

a) Unless specifically stated otherwise, title in all intellectual property rights, including copyright, shall vest in and remain the property of AQS.

b) The Client shall have a perpetual non-exclusive, royalty-free license to use AQS training course material but only for its own internal use (and not for resale) unless otherwise agreed in writing by AQS and subject to payment of any outstanding fees and expenses.

c) The AQS company logo is a registered trademark in Germany and other countries. The brand names and specific services of AQS featured on the website are trademarked. Prior to the use of Aviation Quality Services' name, brand or logo in any publication or official statement, formal written permission from AQS is required.

d) AQS makes every endeavor to ensure the accuracy of its training content but it does not accept liability for any errors or omissions.

(19) Log files

AQS uses IP addresses to analyze trends, administer the site, track users' movement and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for the purposes of systems administration, detecting usage patterns and troubleshooting, AQS web servers automatically log standard access information including browser type, access times/ mail accounts, requested URL and referral URL. This information is not shared with third parties and is used only within AQS on a need-to-know basis. No individually identifiable information related to this data will ever be used in any way other than that stated above without the Client's express permission.

Collecting and processing personal data

a) Storage of IP addresses

When the Client visits the AQS website, AQS' web server automatically records the IP address of the Client's Internet service provider, the website from which the Client visits AQS, the web pages the Client actually visits and the date and duration of the Client's visit. This is done for the purpose of optimizing this website to meet the Client's needs and to increase its usability.

The Client may opt out of this process by following the instructions below. An anonymous cookie is created to save this preference on the Client's computer if cookies are enabled in the Client's browser.

The Client may choose not to have a unique web analytics cookie identification number assigned to the Client's computer to prevent data collected on this website from being aggregated and analyzed.

b) Other data collection

Personal data are only stored if volunteered by the Client, for example in the context of registration, in an e-mail, survey, contest or in execution of a contract. If the Client registers for AQS' newsletter, AQS will use the double-opt-in process based on German data protection law.

c) The Client(s) consent to the information given being collected, processed, and used for intended and future purposes. This consent can be revoked by the Client(s) at any time.

(20) Cookies

Like most interactive websites AQS uses cookies to enable AQS to retrieve user details for each visit. Cookies are used in some areas of AQS' site to enable the functionality of this area and ease of use for those people visiting. Some of AQS' affiliate partners may also use cookies.

(21) Links to this website

The Client may not create a link to any page of this website without AQS' prior written consent. If the Client does create a link to a page of this website, the Client does so at its own risk, and the exclusions and limitations set out above will apply to the Client's use of this website by linking to it.

(22) Links from this website

AQS does not monitor or review the content of other parties' websites which are linked to from this website. Opinions expressed or material appearing on such websites is not necessarily shared or endorsed by AQS, which should not be regarded as the publisher of such opinions or material. Please note that AQS is not responsible for the privacy practices, or content, of these sites. AQS encourages AQS' Clients to be aware when leaving AQS' site and to read the privacy statements of these sites. The Client should evaluate the security and trustworthiness of any other site which is connected to this site or which the Client accesses through this site himself before disclosing any personal information to any such site. AQS will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from the Client's disclosure of personal information to third parties.

(23) Jurisdiction and Governing Law

These Standard Terms and Conditions shall be governed by and construed in accordance with the laws of Germany. All disputes arising out of these Standard Terms and Conditions shall be conclusively settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said rules, without recourse to the ordinary courts of law.

The place of jurisdiction shall be Frankfurt/ Main, Germany.

(24) Written form

These Standard Terms and Conditions may not be amended except by an instrument in writing that is signed by duly authorized executives of both parties. Additional Annexes or letter agreements shall become full part of it. Oral agreements reached during the term of these Standard Terms and Conditions or any additional agreement shall not be binding upon either party unless and until mutually confirmed in writing. This rule (confirmation in writing) shall apply for this clause as well.

(25) Discrepancies

If there are any discrepancies between these Standard Terms and Conditions and any additional written agreement, the terms of the additional agreement shall prevail.

(26) Notification of Changes

AQS reserves the right to change these Terms and Conditions from time to time as it sees fit and the Client's continued use of the site will signify the Client's acceptance of any amendment thereto. If there are any changes to the privacy policy as applicable to the Client, AQS will announce that these changes have been made on AQS' homepage and on other key pages on AQS' site. If there are any changes in the way AQS uses AQS' site or the Client's Personally Identifiable Information, those affected by such change will be notified by e-mail or conventional mail. Any changes to AQS' privacy policy will be posted on AQS' website 30 days prior to these changes taking place. The Client is therefore advised to re-read this statement on a regular basis.

(27) Severability

If any part, term, or provision of this Agreement is held to be illegal, unenforceable, or in conflict with any law of a government having jurisdiction over this Agreement, the validity of the remaining portions or provisions of the Agreement shall not be affected thereby and shall remain in force

(28) Survivorship

Any rights existing upon termination or expiration of this Agreement, including but not limited to provisions relating to non-disclosure, representations and warranties, indemnity, intellectual property and confidential information, shall all survive the termination or expiration of this Agreement, as shall any other provision of this Agreement which expressly or by its nature is intended to survive the termination or expiration of the Agreement.

2. Special Terms and Conditions for Audits other than IOSA, ISAGO, ISSA certification or re-certification audits

(1) Audit program

The audit shall be conducted according to agreed audit processes and procedures as agreed by the parties to the contract.

(2) AQS' obligations

AQS shall ensure that the Client is appropriately informed when the audit objectives are not attainable. Weaknesses and areas of improvement are determined based on a comparison with defined criteria. Findings will be generated against defined criteria based on objective evidence. Once the consulting services have been completed, the Client will be provided with a written report. This report shall be deemed legally accepted if it is not rejected within one week in writing by the Client. With regard to all information, data, documents, etc. made available to AQS by the Client, AQS assumes these to be correct and is not obliged to verify them. Consequently AQS is not responsible for any incorrect results in relation to the consulting service performed for the Client as far as these results are due to incorrect data material furnished by the Client.

Gap Analysis: Due to circumstances beyond AQS' control, AQS makes at no point claims, promises or guarantees about the completeness of the identification of potential non-conformities. The analysis only represents a snap-shot of answers, documents, records etc. presented to AQS at a specific point in time.

(3) Client's Obligations

It is the Client's responsibility to submit to AQS at the beginning of its services without undue delay and free of charge all information, documents, data etc. that AQS deems necessary for the performance of such services. The same applies to all information, documents and data produced or obtained by the Client during the course of the projects.

(4) Modifications of contractual performances

If in the course of the project AQS becomes aware of the fact that it is necessary or advisable to modify the contractual performances, the parties will come to an agreement regarding such modifications. AQS will submit a written proposal concerning the suggested alterations. If the Client fails to substantiate in writing any possible misgivings it may have and propose economically equivalent alternatives within 14 days of receipt of AQS' proposal, AQS' proposal shall be deemed approved by the Client.

(5) Additional man-days

The amount of additional man-days should be agreed via e-mail with AQS' headquarters. In this case this Agreement will be extended automatically for the agreed additional man-days. The fee as mentioned under variable costs "Auditor day" according to the quote will apply.

(6) Audit dates

The event must be scheduled at least 30 days prior to the start date of that event. The quote is subject to availability of auditors for the desired dates.

(7) Term of validity

This Agreement shall enter into force upon signing by both parties and shall remain valid until the service has been rendered in full. It may be terminated by either party for good cause only subject to written notice. Failure to pay AQS in due time shall constitute good cause to terminate this Agreement immediately, without further responsibility.

In this case AQS will receive from the Client the remuneration for services already rendered until the date of receipt of the written notice, and in addition 10% of the remaining contract fee. The Client is further obligated to reimburse all expenses incurred by AQS in the performance of its obligations under this Agreement, in particular but not limited to costs related to the return of AQS experts, fees of subcontractors and verifiable expenses.

3. Special Terms and Conditions for Training Courses

(1) Booking a Training Course

To book an AQS course the Client must submit an online application booking form. By submitting an application, the Client confirms that it will attend the AQS course (subject to availability) and by so doing accepts these terms and conditions as stipulated and binding AQS will confirm receipt of Client's booking in writing.

(2) Course fee

All fees on the AQS' website are current at the time of publishing. However, AQS reserves the right to change them. The course fee confirmed in writing by AQS in accordance with clause 3 (1) above (Booking a Training Course) shall be binding.

In any event, AQS reserves the right to refuse admission to the training course and facilities if payment has not been received prior the start of a training course.

Fees for public training courses cover course materials, refreshments, examination and evidence of qualification (certificate) upon successful completion or a certificate of attendance and exclude all other meals, accommodation and transportation.

Fees for in-house training courses cover the instructor, course materials, examination and evidence of qualification (certificate) upon successful completion or a certificate of attendance and exclude training facilities (e.g. training room and equipment), meals, refreshments, accommodation and transportation unless otherwise stated.

The fees are stated either in Euros or US Dollars.

(3) Payment of Course Fees & AQS' Rights

a) Payment of a booking for a public access training course is due immediately at the time of booking. Upon confirmation of payment, the booking will be confirmed in writing.

The full course instructions are typically sent out four weeks prior to the course start date.

b) The invoice will be sent electronically by e-mail.

c) A booking for a public access training course which is not paid immediately will not be confirmed until payment has been received; however, acknowledgement of provisional enrolment will be provided in writing.

d) AQS reserves the right to cancel the reserved seat or give it to another participant if fees are not paid on time.

(4) Course dates

In-house training courses shall be scheduled at least three weeks prior to the beginning of the training course. The quote is subject to availability of trainers for the desired dates.

(5) Course material

AQS will provide the training course material in English for public training courses. Generally, the training course material for in-house training sessions is in English as well, unless otherwise stated in the quote. The training course material for public and in-house training courses will be provided either as hardcopy or in electronic format.

(6) Certification

Unless otherwise stated, every public and in-house training course culminates in an AQS certificate which will be awarded to the Client on the last training course day if the full payment of the fee has been received. For the IOSA Auditor Training, IATA will issue the certificates approximately 6-8 weeks after the training has been successfully completed and the course fee paid.

(7) Rescheduling Training Course Bookings

a) Once booked, a training course may be rescheduled to a later or earlier training date within the same calendar year one time only for no extra charge.

However, the Client shall provide a specific reason for such rescheduling.

b) If the Client fails to attend to the rescheduled training course, the course fee shall not subject to refund or if not paid, remains payable in full.

c) AQS will charge the Client in case of any additional costs arising as a result of rescheduling (e.g. rebooking or cancellation fee for flights or accommodation, etc.).

(8) Termination/ Cancellation

a) AQS reserves the right to cancel the event at any time and if good cause exists, such as e.g. an event of force majeure occurs or the minimum number of participants for an AQS public training course could not be obtained.

b) In case of a cancellation, AQS will notify the Client in writing (e-mail or by other means) or by phone about two weeks prior to the training event and the paid course fee will be refunded to the Client.

c) AQS is not liable for any expenses incurred by the Client if a course is cancelled for good cause.

d) Notice of cancellation by the Client must be received by AQS in writing (e-mail is an acceptable means for such a notification). AQS will reserve a seat for the Client at the next available training event of the same type or as otherwise agreed with the Client.

- e) If no replacement for a public training course is available, the following cancellation conditions shall apply for public events:
- Cancellation is free of charge until 21 calendar days prior to the commencement of the training course.
 - 50% of the training course fee will be charged in case of cancellation less than 21 days prior to the commencement of the course.
 - The whole amount will be due on cancellation less than 7 days prior to the commencement of the training course or in the case of no-shows.
 - Additionally, all cancellations of training courses paid by credit card will incur a charge of 4% of the course fee in order to cover the credit card transfer expenses.

f) For in-house events at the Client's premises the whole amount shall be due with immediate effect if the Client cancels the event after the contract has been signed.

(9) Changes to the training course

AQS' training courses are constantly updated and improved and AQS reserves the right to alter any of the courses' content, the venue or the assigned trainer without prior notice.

(10) In-house training course

The Client shall provide AQS with such cooperation, assistance and facilities, as AQS reasonably requires for the execution of the training event. The Client shall ensure that, as a minimum requirement, the training facilities are kept at a comfortable temperature, have sufficient lighting and ventilation and are equipped with:

- Marker board or flip charts and writing implements
- Projector and screen
- Classroom or teaching space with desks/writing surfaces
- Adequate toilet facilities

The Client shall preferably provide free Internet access at the facilities during the training.

(11) Modifications of contractual performances

If in the course of the project AQS becomes aware of the fact that it is necessary or advisable to modify the contractual performances, the parties will come to an agreement regarding such modifications. AQS will submit a written proposal concerning the suggested alterations. If the Client fails to substantiate in writing any possible misgivings it may have and propose economically equivalent alternatives within 14 days of receipt of AQS' proposal, AQS' proposal shall be deemed approved by the Client.

(12) Venues

AQS does not accept any responsibility for the loss of or damage to personal property at the venue unless caused by willful misconduct or gross negligence on the part of AQS staff or subcontractors.

(13) Client's Obligations

It is the Client's responsibility to submit to AQS at the beginning of its services without undue delay and free of charge all information, documents, data etc. that AQS deems necessary for the performance of such services. The same applies to all information, documents and data produced or obtained by the Client during the course of the projects.

4. Special Terms and Conditions for any other Services

(1) Audit program

The event shall be conducted according to agreed processes and procedures as agreed by the parties to the contract.

(2) AQS' obligations

AQS shall ensure that the Client is appropriately informed when the consulting objectives are not attainable. Weaknesses and areas of improvement are determined based on a comparison against specific regulations and the results are based on objective evidence discovered during the consulting. Once the consulting services have been completed, the Client will be provided with a written report. This report shall be deemed legally accepted if it is not rejected within one week in writing by the Client. With regard to all information, data, documents, etc. made available to AQS by the Client, AQS assumes these to be correct and is not obliged to verify them. Consequently AQS is not responsible for any incorrect results in relation to the consulting service performed for the Client as far as these results are due to incorrect data material furnished by the Client.

Gap Analysis: Due to circumstances beyond AQS' control, AQS makes at no point claims, promises or guarantees about the completeness of the identification of potential non-conformities. The analysis only represents a snap-shot of answers, documents, records etc. presented to AQS at a specific point in time.

(3) Client's Obligations

It is the Client's responsibility to submit to AQS at the beginning of its services without undue delay and free of charge all information, documents, data etc. that AQS deems necessary for the performance of such services. The same applies to all information, documents and data produced or obtained by the Client during the course of the projects.

(4) Modifications of contractual performances

If in the course of the project AQS becomes aware of the fact that it is necessary or advisable to modify the contractual performances, the parties will come to an agreement regarding such modifications. AQS will submit a written proposal concerning the suggested alterations. If the Client fails to substantiate in writing any possible misgivings it may have and propose economically equivalent alternatives within 14 days of receipt of AQS' proposal, AQS' proposal shall be approved by the Client.

(5) Additional man-days

The amount of additional man-days should be agreed via e-mail with AQS headquarters. In this case this Agreement will be extended automatically for the agreed additional man-days. The fee as mentioned under variable costs "Auditor day" according to the quote will apply.

(6) Consulting dates

The event must be scheduled at least 30 days prior to the start date of the event. The quote is subject to availability of auditors for the desired dates.

(7) Term of validity

This Agreement shall enter into force upon signing by both parties and shall remain valid until the service has been rendered in full.

It may be terminated by either party for good cause only subject to written notice. Failure to pay AQS in due time shall constitute good cause to terminate this Agreement immediately, without further responsibility

In this case AQS will receive from the Client the remuneration for services already rendered until the date of receipt of the written notice, and in addition 10% of the remaining contract fee. The Client is further obligated to reimburse all expenses incurred by AQS in the performance of its obligations under this Agreement, in particular but not limited to costs related to the return of AQS experts, fees of subcontractors and orders placed.

(8) Audit Fixed Fees

AQS has no influence on changes to the Audit Fixed Fees set by IATA. Should there be contradictions between the provided quotation and the effective IATA Audit Agreement the latter shall prevail.

5. Tax clause for any service contract – AQS as service provider

(1) Definitions and Abbreviations

Excluded Taxes	(a) Taxes based on income, capital gains, net worth or property payable by AQS to any tax authority in Germany due to AQS' business in Germany; or (b) Taxes for which AQS becomes liable by reason of its willful misconduct or gross negligence.
Taxes	Any and all present and future taxes, duties, withholdings, levies, assessments, imposts, fees and other governmental charges of all kinds (including without limitation, any value added or similar tax and any stamp, documentary, registration or similar tax) and any amount treated as such whenever created or imposed and whether of the government of Germany or elsewhere and whether imposed by a local, municipal, governmental, state, federal or other body and will include, without limitation, all fines, penalties, costs, charges and expenses payable in connection with any failure to pay or delay in paying same (except and to the extent that any such fines, penalties, costs, charges and expenses arise as a result of acts or omissions or delay of AQS) but not "Excluded Taxes", and references to "Taxes" will be construed accordingly.
Value Added Tax	Sales tax or value added tax on any goods and services, sales or turnover tax, customs duties, imposition or levy of a similar nature including, without limitation, value added tax payable under the German VAT Act of 1993 as amended or supplemented from time to time.

(2) Taxes

a) All prices under this Agreement are net of any Value Added Tax or similar tax on value or turnover payable in respect thereof, which tax, if any, will be payable by Client in addition thereto and at the same time. Subject to this clause 2.1, all payments made by the Client under this Agreement shall be gross amounts, without any tax deductions or withholdings of a similar nature.

b) Payments must be made without any set off or counter claim. If the Client is required by law to deduct or withhold any amounts from any payment hereunder, it shall do so and the sum due from the Client in respect of such payment will be increased to the extent necessary to ensure that, after deducting or withholding any such amounts, AQS receives and retains (free of any liability in respect of any such amounts deducted or withheld) a net sum equal to the sum it would have received and retained had no deduction or withholding been required. The Client shall provide to AQS a withholding tax certificate documenting the payment to the relevant governmental authority.

c) AQS shall be responsible for Excluded Taxes. The Client shall assume full responsibility for and indemnify and hold harmless AQS on AQS' demand against any and all Taxes and customs duties of any nature whatsoever which may arise from this Agreement and the transaction, acts, events and circumstances envisaged thereby and with respect to receipts of AQS hereunder. In the event any such Taxes or customs duties are recoverable, AQS shall use reasonable efforts to recover such Taxes or customs duties paid.

These Terms and Conditions form an integral part of the Agreement between the Client and AQS. By accessing AQS' website and/or booking a course or entering into a contract for services, the Client indicates that it understands and accepts these Standard and Special Terms and Conditions and the Disclaimer Notice contained herein. The Client's statutory consumer rights shall remain unaffected.

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