

GENERAL TERMS & POLICIES

The following general terms of business apply to all services and products of the Sky Flight Academy GmbH, Flughafenstrasse 7, 3500 KREMS, FN331040z, AT.ATO.141 - hereafter referred to as "ATO"-, which are offered by contractual agreement to a student - hereafter referred to as "student" (m/f) who signs a contract.

I.) Terms of Validity

These terms of business apply to all services and products furnished by the ATO or advertised in the offices of ATO. Copies are available from ATO upon request. Individual written agreements take precedence over these general terms.

II.) Instructional Services

- a) Instructional and other services will be determined in the terms of the respective service contracts.
- b) Theoretical and practical instruction is based on current laws, regulations, and requirements as applicable to the respective license or certification.
- c) Course design, content and scope of customized courses as well as admission to and use of the instructional airplanes and training equipment follow the current legal regulations as outlined in the accompanying ATO manuals, Operations Manual OM-A and Training Manual OM-D.
- d) ATO retains the right to alter the details of course design, content, delivery, and/or materials to maintain accordance with current legal regulations.
- e) Instruction will be conducted in German and English.
- f) ATO retains the right to employ third-party instructors.

III.) Provisions and Prerequisites

- a) ATO retains the right to administer a selection exam, either themselves or via a third party. Furthermore, ATO may examine a student's knowledge of mathematics, physics, and English and require a two-day tutoring session to insure adequate background knowledge.
- b) Minors (any person under the age of 18) must complete the registration with a legal guardian.

IV.) Rights and Obligations

- a) Training requirements are regulated by law, and the average student can meet them without the need for additional training. Requirements for training and conduct can be found in the instruction handbooks (Operations Manuals) and course handbooks (Training Manuals). These materials are available to the student at the beginning of the course. Should the student receive additional training in theory and/or practice to that outlined in the course description, s/he bears the cost according to the prices available from ATO. Prices can be calculated at the ATO/See the pricelist available at the ATO. The scope of additional flight training follows the guidelines set out in the Operations Manual.
- b) ATO and its contracted partners will communicate the safety measures that the student must follow. Repeated undisciplined conduct on the part of the student can lead to the termination of instruction. In such a case, the student has neither claim to a refund for services already rendered nor the opportunity to continue the instruction.

- c) The student promises to ATO and its contracted partners
- to participate in all training sessions regularly and punctually,
 - to notify ATO under circumstances of unavoidable absence immediately,
 - to inform ATO of an eventual reason of medical incapacitation according to EASA Part-FCL Regulation 1178/2011 Annex IV Part-MED.A.020 immediately,
 - to make up any missed sessions at his/her own cost,
 - to complete all required examinations, internal and external, at the times determined by ATO.
- d) ATO will provide the student with all necessary materials for the course and update these if required. These materials are not to be copied, distributed, shared with a third party, or otherwise employed, but only for personal use.
- e) The student has a special obligation to conduct him- or herself at all ATO training events, in the offices, or in public as a positive representative of ATO.
- f) The Student is demanded to have a compulsory attendance of 95% of the theoretical training. Should the student not reach this stated quota, ATO retains the right to administer additional oral, written, and/or electronic examinations of the student's knowledge.
- g) The student agrees that, for the purposes of evaluation, there will be kept data on the student's progress (i.e. permanent gradings of flight instructors) throughout the instructional period, which are kept locked up. All employees of ATO will keep this information strictly confidential, and the information will be passed on only upon the student's affirmation.
- h) Changes to the content of the contract during the course (service offerings, prices, fuel, insurance, etc.) must be made by mutual agreement in writing. ATO may alter certain fees, based on changes in taxes or other regulated charges, without advance notice.
- i) The student must notify ATO of any changes to his/her name, address, or other contact information immediately.

V.) Training Locations

Theoretical instruction is held at the offices of Sky Flight Academy at airport Krems (3500 Krems, Flughafenstrasse 7) and other approved offices in Vienna and Johannesburg. Practical instruction will be held at airport Krems as well as other approved airfields and international airports (i.e. Grand Central Airport Johannesburg Midrand). ATO retains the right to conduct training at additional locations.

VI.) Course Duration

- a) The length of the instruction is specified in the contract and course plan. The duration may be lengthened or shortened within the limits defined by law because of operational reasons.
- b) Certain significant situations may cause ATO to suspend instruction indefinitely. These situations may include general temporary unsuitability for flying, serious restrictions to the student's abilities, unsatisfactory performance by the student or an unresolved criminal proceeding against the student. Other reasons could be act of God/nature like political unrest, terrorist attack, and natural disaster or other reasons.
- c) If a student cannot participate in the entire course as agreed upon, s/he is entitled to make up the missed portion at the earliest available appointment, provided the resources

are available. If the next appointment is fully booked, a mutually convenient appointment will be scheduled for the make-up lesson.

VII.) Termination of Training

- a) The instructional contract is fulfilled when the student successfully completes all internal examinations as well as those required by law and all for this training required lessons are finished.
- b) Should a physical examination reveal that the student is unsuited for flying, the instruction will end on the day that the unsuitability is established.
- c) If a student definitively fails to perform satisfactorily on an internal or external theoretical or practical exam, the instructional contract may end when ATO gives notice of the results of the exam.

VIII.) Examinations

- a) The student will sit for all examinations on the appointed date; in case of illness, a note from a doctor is required.
- b) To measure and document student progress, ATO and/or its contractual partners also conduct interim examinations. Results will be shared with the student.
- c) The student is entitled Austro Control to inform ATO of the results of his/her examinations.

IX.) Liability and Insurance

- a) The instructional airplanes carry liability and accident insurance as required by law, as well as supplemental comprehensive insurance with co-payment for the duration of the training period. The student may be exempted from this co-payment in ATO's coverage provided any damage or injury is not intentional due to physical limitations or negligence. ATO is insured of personal and property damage that occurs during the course of instruction. Above that ATO assumes no liability.
- b) The participation of third parties (relatives, friends, acquaintances) in the training equipment (A/C and/or simulator) is permitted only with express written permission from ATO (the Head of Training and the Chief Flight Instructor).

X.) Method of Payment

- a) Prices are given in Euros and include all taxes and fees.
- b) Payment should be made solely using the following account information:
Account Holder: Sky Flight Academy GmbH
Bank: Raiffeisenbank Region Wagram
Internat. Bank Account Number IBAN: AT68 3200 2000 0001 6600
Bank Identifier Code BIC: RLNWATW1002
- c) Payment (see Terms of Payment at Specification of Services) must be made to the Sky Flight Academy GmbH's account promptly on the designated dates. All bank and transfer fees are the responsibility of the student.
- d) Delinquent payments will incur a fee in the amount of 1% per month as agreed. In addition, the student will be charged a late fee in the amount of € 15,-- to cover expenses. VAT and postage may add an additional charge.
- e) ATO will charge a one-time processing fee of 5% (plus VAT) of the agreed price for the written withdrawal of physically and mentally sound customers up to two weeks before the start of the course.

XI.) Cancellation of the Contract

- a) Both contractual parties retain the right to cancel this contract without an advance notice period for cause if instructional progress becomes unreasonable or impossible. Possible reasons for this may include:
- failure to fulfill conditions of the training
 - serious disability
 - serious shortcomings in the student's performance or behavior
 - serious violation of safety procedures, the policies of ATO or its contracted partners, or the terms of this contract.
- b) The cancellation must be in writing.
- c) Should the contractual relationship end early for reasons outside of ATO's control, the student is responsible for all costs of goods and services incurred up to the point of cancellation.

XII.) Final Points

- a) Additions and changes to this contract must be made and signed in writing.
- b) Dispute of a single point does not invalidate other points or the remainder of the contract.
- c) This contract is underwritten by Austrian law. Disputes are under the jurisdiction of the regional court St. Pölten.