

**Terms and Purchase Conditions for Flight Operations Services from Aero-Dienst GmbH
(Aero-Dienst TPC-FOS)
As of: March 27th, 2026**

1. Scope

1.1. The following Terms and Purchase Conditions for Flight Operations Services ("TPC-FOS") apply to all flight services agreed upon between Aero-Dienst GmbH, Flughafenstrasse 100, 90411 Nuremberg ("ADN") and the contractor.

- 1.1. The contractor's terms and conditions shall not apply.
- 1.2. Deviations from these terms as well as conflicting general terms and conditions of the contractor shall only be effective if ADN explicitly acknowledges them in writing.
- 1.3. The contractor shall grant ADN and/or its competent authority (e.g., EASA, LBA, FAA) access to all facilities and related records associated with the order for the purpose of conducting an audit.

2. Documents

- 2.1. All documents provided to the contractor for the execution of an order shall remain the property of ADN and, upon completion of the order, must be returned to ADN or destroyed immediately and free of charge without being requested to do so.
- 2.2. The aforementioned documents may exclusively be used for the intended execution of the order.
- 2.3. The aforementioned documents may be subject to data protection terms in accordance with Section 8.

3. Performance Dates

If execution or completion dates are agreed upon for the performance of the order, they must be strictly observed by the contractor in any case. The contractor acknowledges that these are absolute fixed dates (transactions where time is of the essence). Exceeding such dates by the contractor is only permissible with the prior written consent of ADN or in cases of force majeure.

4. Prices

- 4.1. Unless otherwise agreed in writing, the agreed prices are fixed prices and include the compensation of all incidental costs, including public levies and taxes.

5. Invoicing and Payment

- 5.1. The invoice must contain the following details: order number, type of service, price per flight, place or route of performance, and the total price for the flight order.
- 5.2. All invoices must comply with tax requirements, in particular, value-added tax (VAT) must be shown separately. The partial or complete absence of this information shall preclude the due date of the invoice (prevent the invoice from becoming due).
- 5.3. Ground-based additional costs such as de-icing or passenger transport shall only be reimbursed separately if explicitly agreed upon.
- 5.4. The invoice must be sent directly to invoice@aero-dienst.de, referencing the Order ID (six digits).
- 5.5. Payment shall not be deemed as acknowledgment of proper performance.

6. Payment Terms

- 6.1. All proper and undisputed invoices shall be due for payment within 60 days without deduction, specifically by bank transfer to a bank account.
- 6.1.1. However, the payment period shall not begin prior to the provision of the service by the contractor and acceptance of the service by ADN. The decisive factor for compliance with a performance date is the provision of the service at the place of performance designated by ADN at the agreed time.
- 6.1.2. Early performance of a service by the contractor, which has not been approved by ADN, shall not affect the payment period tied to the scheduled performance date.

7. Set-off, Retention, Assignment

- 7.1. The contractor is not entitled to assign its claims against ADN, in whole or in part, or to have them collected by third parties without the prior written consent of ADN, which shall not be unreasonably withheld. If the contractor assigns claims against ADN to a third party without ADN's consent, ADN shall be entitled, at its discretion, to render performance with a discharging effect to either the contractor or the third party.
- 7.2. The contractor is only entitled to set-off or retention if its counterclaim is legally established, undisputed, or recognized by ADN, and is based on the same legal relationship.

8. Confidentiality and Data Protection

- 8.1. The contractor undertakes to treat all non-public commercial and technical details that become known to them through the business relationship with ADN, in particular the contents and terms of orders, as trade secrets or confidential information and not to disclose them to third parties for a period of three years after the execution of the order. The contractor is further obligated to use data that becomes known to them exclusively for the purposes of fulfilling the order.
- 8.2. The contractor undertakes to impose the confidentiality obligation listed above also on all its employees, agents and/or subcontractors and their employees, and to ensure compliance with this obligation by employees, agents and/or subcontractors as well as their employees through appropriate measures.
- 8.3. The contractor agrees that their data related to the agreement will be processed by ADN.
The confidentiality agreement shall not apply to information that was already known to the contractor from other sources without restriction or was or later became publicly accessible, provided this was not due to a breach of duty by the contractor; information that was determined or discovered by the contractor independently of the disclosed information after disclosure; information that was lawfully obtained from another source that has the right to provide such information; or information that has already been disclosed by ADN to one or more third parties without restriction. The contractor must provide proof that one of the aforementioned conditions is met.
- 8.4. The contractor undertakes to comply with the relevant data protection provisions, in particular Section 9 and the appendix of the BDSG [Federal Data

Protection Act], when processing personal data. Furthermore, the contractor is obligated to bind its agents and vicarious agents to compliance with data protection in accordance with Section 5 of the BDSG.

- 8.5. In the event of a breach of statutory data protection regulations and the confidentiality obligations agreed herein by the contractor, the payment of a contractual penalty of €5,000 per breach is agreed. Any further claims for damages by ADN shall remain unaffected.

9. Liability

- 9.1. The contractor shall be liable to ADN and third parties without limitation for all damages culpably caused by it or its agents and vicarious agents, and shall indemnify ADN against all third-party claims arising from any such breach of duty. The same shall apply to legal defense and enforcement costs caused thereby.
- 9.2. ADN and its agents and vicarious agents shall be liable to the contractor without limitation for damages resulting from injury to life, body, or health if these are based on an intentional or negligent breach of duty—including by a legal representative or an agent or vicarious agent.
- 9.3. For other damages, ADN is only liable if the damages are based on an intentional or grossly negligent breach of duty—including by a legal representative or an agent or vicarious agent. This limitation of liability does not apply in the case of a breach of a material contractual obligation. In the event of a negligent breach of material contractual obligations by ADN or its agents or vicarious agents, liability for financial loss and property damage is limited in amount to the typical foreseeable damage. A material contractual obligation exists when compliance with this obligation is of particular importance for the achievement of the purpose of the contract (cardinal duty).

10. Intellectual Property Rights and Indemnification

- 10.1. The contractor shall indemnify ADN against all third-party claims due to a culpable infringement of their intellectual property rights through the contractual use of the equipment, and shall defend against claims asserted by third parties at its own expense.
- 10.2. The contractor shall, at its own expense, carry out necessary modifications to the subject matter of the contract due to third-party intellectual property claims that lead to a restriction of use for ADN, or replace the challenged parts of the subject matter of the contract with non-challenged, fundamentally functionally identical parts, or procure the necessary rights for ADN.

11. Trademark Protection and References

- 11.1. The contractor may only use any information obtained in the course of executing the order for advertising purposes or otherwise disclose it to third parties (see also Confidentiality and Data Protection) with the prior written consent of ADN. The same applies to the use of ADN's name or logo. Any permission granted by ADN may be revoked at any time.

12. Contract Language and Correspondence

- 12.1. The contract languages are German or English. All correspondence and all other papers and documents must be drawn up in these languages. However, the German wording shall always take precedence.

13. Place of Jurisdiction and Applicable Law

- 13.1. Nuremberg shall be the exclusive place of jurisdiction for all disputes arising from the business relationship. This shall also apply to disputes arising from bills of exchange and checks.
- 13.2. The legal relationship shall be governed exclusively by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980, shall not apply.

14. Code of Conduct; Right of Termination and Withdrawal

- 14.1. ADN expects its contractor to fulfill its social responsibility. In particular, the contractor will comply with the respective statutory regulations regarding the treatment of employees, environmental protection, and occupational safety. The contractor undertakes neither actively nor passively, directly or indirectly, to participate in corruption, forced labor, or child labor, and to respect and comply with applicable laws that protect and promote competition, in particular antitrust laws. The contractor respects and supports compliance with internationally recognized human rights. Furthermore, the contractor will assume responsibility for the health and safety of its employees in the workplace, observe environmental protection laws, and promote and demand compliance with these principles by its suppliers to the best of its ability.
- 14.2. Für den Fall, dass der Auftragnehmer gegen die o.a. genannten Verpflichtungen verstößt und diesen Verstoß trotz Hinweises nicht unverzüglich unterlässt und nicht nachweist, dass er angemessene Vorkehrungen zur künftigen Vermeidung solcher Verstöße getroffen hat, behält sich ADN das Recht vor, vom Vertrag zurückzutreten oder den Vertrag fristlos zu kündigen. Die Geltendmachung weiterer Ansprüche bleibt hiervon unberührt.

15. Supply Chain Security

- 15.1. The contractor shall take the necessary organizational instructions and measures, in particular in the areas of ground transport, catering, and handling agents, to ensure supply chain security in accordance with the requirements of relevant internationally recognized initiatives based on the WCO SAFE Framework of Standards (e.g., AEO, C-TPAT). The contractor shall protect its deliveries and services to ADN or to third parties designated by ADN against unauthorized access and tampering. It shall exclusively deploy reliable personnel for such deliveries and services and shall obligate any subcontractors to take corresponding measures as well.
- 15.2. If the contractor culpably breaches the aforementioned obligations, ADN shall be entitled, without prejudice to further claims, to withdraw from the contract or to terminate the contract. Insofar as the elimination of the breach of duty is possible, this right may only be exercised after the fruitless expiration of a reasonable period set for the elimination of the breach of duty.

16. Liability for Defects / Warranty

- 16.1. The contractor warrants that services will be performed properly, with flawless quality, and on schedule.
- 16.2. The statutory provisions on material defects and defects of title shall apply,

unless otherwise agreed below.

- 16.3. ADN may, at its discretion, demand subsequent performance (Nacherfüllung) through the rectification of defects. The contractor shall have the right to refuse subsequent performance if it is only possible with disproportionate costs. In this case, ADN's right shall be limited to withdrawing from the contract in whole or in part after the expiration of the set deadline for subsequent performance, or reducing the remuneration or contract price.
- 16.4. Unless a longer period is provided by law, claims for defects shall time out (statute of limitations) in three years from the performance or acceptance of the service.
- 16.5. ADN shall notify the contractor of defects as soon as they are discovered in the ordinary course of business.
- 16.6. Should the contractor dispute that a defect exists, and ADN consequently commissions an expert, and a defect is indeed found to exist, the contractor shall bear the costs incurred for this.

17. Provision of services at ADN's operations at Nuremberg Airport

- 17.1. The contractor is responsible for compliance with occupational health and safety regulations, the accident prevention regulations of the competent trade association, and generally accepted safety-engineering and occupational-medicine rules. The contractor undertakes to report its workers by name to ADN and to cause them to comply with ADN's operational practices during their work and to properly fill out the accounting documents provided by ADN.
- 17.2. Furthermore, the contractor undertakes, to the extent prescribed, to comply with the operational regulations of NUE during their work. The behavior required by NUE (badge requirements, traffic routes, smoking ban, etc.) must be observed.
- 17.3. The use of tools and work equipment provided by ADN shall be at the expense and risk of the contractor.

18. Deployment of Personnel, Subcontractors

- 18.1. The contractor is responsible for the selection and deployment of personnel, as well as for their supervision, management, control, and remuneration.
- 18.2. The contractor shall deploy qualified employees and maintain suitable operational readiness for the duration of a contract. ADN is entitled to demand that the contractor replace personnel for good cause. If personnel are replaced, the contractor shall provide ADN with qualified personnel.
- 18.3. The engagement of a subcontractor requires the prior written consent of ADN. Upon demand by ADN, subcontractors employed without authorization must be recalled within 14 days of a written request. If this deadline is not met, ADN has the right at any time to terminate the concluded contract for cause without notice.