



The following standard terms and conditions for Maintenance Services Performed by Lufthansa Technik AG (hereinafter "Standard Terms and Conditions") apply to every Maintenance Service performed by Lufthansa Technik AG under a Customer Agreement concluded with a Customer.

## 1. DEFINITIONS AND ABBREVIATIONS

The following terms, expressions and abbreviations used in these Standard Terms and Conditions shall have the following meanings:

**Affiliates** Any companies or entities (i) directly or indirectly controlled by LHT, for which purpose control means either ownership of more than fifty per cent (50%) of the voting rights and/or share capital (or equivalent right of ownership) of such companies or entities, or power to direct its policies and management, whether by contract or otherwise; or (ii) by which LHT is controlled in the aforementioned manner; or (iii) which are controlled by companies or entities in the aforementioned manner while LHT is controlled in the aforementioned manner by the same company or entity.

**ATA 300** Air Transport Association specification 300.

**Component** Devices, modules or parts of an aircraft or of an Engine and identified by a part number.

**CRS** Certificate of Release to Service of an aircraft.

**Customer** A person or legal entity who or which, when entering into a Customer Agreement with LHT, acts in exercise of his or its trade, business or profession.

**Customer Agreement** A contract between LHT and the Customer under which LHT agrees to perform Maintenance Services on one or more Maintenance Object(s) in return for payment by the Customer (including these Standard Terms and Conditions).

**Customer's Working Equipment** Any technical equipment for use by LHT to perform the Maintenance Services which the Customer shall provide to LHT as specified in the Customer Agreement.

**Electronic Form** Any declaration made on a storable electronic medium such as, but not limited to, an e-mail or pdf copy and for which a hand-written signature of a person making such declaration is not required. The Electronic Form also comprises a declaration made in Written Form.

**Engine** A basic aircraft engine assembly and its accessories including modules, creating a propulsion system.

**Exportation** The movement of goods from inside the European customs territory outside of the European customs territory.

**Flight Hour** Each hour that the aircraft, Component or Engine is airborne.

**Importation** The movement of goods from outside the European customs territory to inside of the European customs territory.

**IP Rights** All intellectual property rights (including, but not limited to patents, utility models, designs, copyrights (including, but not limited to, software), trademarks, trade names, know-how (including, but not limited to, documents, sketches, data and other information) and trade secrets. LHT Lufthansa Technik AG.

**Maintenance Object** Any aircraft, Engine and/or Component delivered to LHT by the Customer for Maintenance Services to be performed by LHT.

**Maintenance Services** One or a combination of the following actions: overhaul, repair, inspection, testing, replacement, modification or rectification of discrepancies on an aircraft, an Engine or a Component, as further specified in the Customer Agreement.

**OEM** Original Equipment Manufacturer.

**Parties** The parties of the Customer Agreement, meaning LHT and the Customer.

**Place of Performance** Has the meaning set forth in Article 5.

**PMA** All non-OEM parts, such as, but not limited to parts manufactured under the Parts Manufacturing Approval of the FAA and/or parts manufactured under European Parts Approval (EPA) of the EASA.

**Release to Service** The issue of an authorized release certificate (e.g. EASA Form 1) for Engines and Components or a CRS for an aircraft by LHT or its Subcontractor.

**Subcontractor** Any person, legal or natural (other than employees of LHT and Suppliers), engaged by LHT to support LHT in the performance of its obligations under the Customer Agreement.

**Supplier** Any person, legal or natural, supplying material to LHT, the manufacturing of which is not LHT's own contractual obligation vis-à-vis the Customer under the Customer Agreement, e.g. off-the-shelf-parts or OEM parts and documentation

**Vicarious Agents** LHT's directors, officers, personnel and other persons, e.g. Subcontractors used by LHT to support LHT in the performance of its obligations under the Customer Agreement.

**Written Form** Any declaration signed by the issuer with its name in its own hand in original.

## 2. SCOPE AND EXCLUSIVE VALIDITY OF THESE TERMS AND CONDITIONS

2.1. These Standard Terms and Conditions shall exclusively apply to all Customer Agreements and their conclusion, unless either (i) LHT expressly waives their applicability in Written Form, or (ii) LHT and the Customer have expressly agreed on any other terms and conditions.

2.2. The Customer's standard terms and conditions shall not become part of the Customer Agreement, even if LHT has not expressly rejected their applicability. Further, if LHT replies to any communication of the Customer that refers to the Customer's standard terms and conditions or any other set of terms and conditions (each being "Other Terms and Conditions"), such reply shall not constitute an acceptance of such Other Terms and Conditions, nor shall it result in the acceptance of such Other Terms and Conditions.

## 3. CONCLUSION OF CUSTOMER AGREEMENT

3.1. Any offer submitted by LHT shall be non-binding.

3.2. Orders submitted by the Customer are binding for the Customer for a period of 14 days.

3.3. The Customer Agreement is concluded once LHT has submitted an order confirmation to Customer in Electronic Form.

## 4. SCOPE OF MAINTENANCE SERVICES

4.1. The scope of any Maintenance Services requested shall be stated in the order placed by the Customer and, if agreed, shall be confirmed in the order confirmation submitted by LHT.

4.2. LHT is entitled, without the prior consent of the Customer but at the Customer's expense, to perform additional services that LHT considers necessary for the proper performance of the Maintenance Services if (i) the Customer's prior consent cannot be obtained without causing a delay in the completion of the Maintenance Services and (ii) the price for the additional services does not exceed ten percent (10%) of the value of the original order.

4.3. The Maintenance Services shall be performed by LHT in accordance with the LHT quality manual and procedures as approved by the competent authority unless otherwise agreed in Written Form between the Customer and LHT.

4.4. LHT will use manufactured material provided by OEM but whenever possible LHT shall be entitled to use PMA material. Should Customer not accept the use of PMA material Customer must notify its disapproval with such material in the order and LHT shall be entitled to refuse the order or to make a cost estimate for the required repair without using PMA material.

4.5. LHT may use certified repairs in addition or deviation to any data provided by the OEM.

4.6. Notwithstanding this Customer Agreement, the Customer shall bear the overall maintenance, engineering and airworthiness responsibility for the aircraft towards its competent aviation authority for having the Maintenance Services in compliance with the applicable aviation and airworthiness laws, regulations and directives. Any entries in the technical log book of an aircraft by LHT do not constitute any indication with respect to the airworthiness of the aircraft as a whole. However, the entry in the technical log with the signature does constitute a Release to Service with regard to the respective Maintenance Services performed by LHT.

## 5. PLACE OF PERFORMANCE

The Place of Performance of the Maintenance Services shall be the LHT service facility specified in the Customer Agreement. Should the Customer Agreement specify no particular LHT service facility, Place of Performance shall be the LHT facility at which LHT received the Maintenance Object.

## 6. CUSTOMER'S OBLIGATIONS

6.1. The Customer shall supply LHT with the Customer's Working Equipment and with all documents on the operation, maintenance and repair history of the Maintenance Object necessary for completing the Maintenance Services (including without limitation all relevant instruction manuals and special documentation not at LHT's disposal).

6.2. If the Customer fails to supply LHT with the documents as per Article 6.1 above or if such documents are incomprehensible, incorrect or incomplete, LHT may request that the Customer supplies any such documents, and any relevant undocumented information, within a reasonable period of time. For the purposes of this Article 6 "documents" include both printed documents and data in all other formats, including without limitation electronic formats.

6.3. If the Customer does not comply with the request according to Article 6.2 in due time, LHT is entitled to terminate the Customer Agreement with immediate effect. In such case, LHT shall be entitled to claim payment for the Maintenance Services to the extent they were performed prior to the date of termination.

6.4. Articles 6.1, 6.2 and 6.3 do not in any way limit LHT's legal and contractual rights or claims.

6.5. The Customer shall treat any information disclosed by LHT under or in connection with the Customer Agreement as strictly confidential, including the Customer Agreement itself as well as individual provisions contained therein ("Confidential Information"). Confidential Information shall include, but not be limited to, the contents of the negotiations leading up to the Customer Agreement, any business, technical and strategic data disclosed by LHT or its Subcontractors at any time for any reason, comprising any and all such information in oral or visual form and including but not limited to prices for materials and Maintenance Services, the scope of Maintenance Services offered, legal provisions, turnaround times and man-hours needed.

## 7. DELIVERY

The delivery of each Maintenance Object and the Customer's Working Equipment to the Place of Performance of the Maintenance Services shall be at the Customer's risk and expense, unless otherwise agreed in the Customer Agreement. The Customer shall ensure that all shipments made hereunder shall be performed using shipping containers which are in compliance with then current requirements, such as but not limited to ATA 300. In case the shipping containers cannot be used by LHT for the redelivery, the Customer shall bear the cost for new or other shipping containers.

## 8. REDELIVERY DATES

8.1. Redelivery dates indicated by LHT are provisional, non-binding, and shall serve as general information only, unless they have been explicitly in Electronic Form agreed or confirmed by LHT as binding.

8.2. If LHT becomes aware that it is likely to miss the redelivery date, LHT shall notify the Customer thereof without unreasonable delay.

## 9. REDELIVERY

9.1. Redelivery of the Maintenance Object shall be effected Free Carrier (FCA, Incoterms 2020) at the Place of Performance excluding packing material.

9.2. No later than one (1) week after (i) LHT has notified the Customer that the Maintenance Services have been completed or (ii) the date of termination of the Customer Agreement, whichever may occur first, the Customer shall exercise best efforts to immediately collect the Maintenance Object at the Place of Performance.

9.3. If the Customer fails to comply with Article 9.2, the Customer shall compensate LHT for any costs and expenses it incurs in connection with the storage of the Maintenance Object according to LHT's then current price list.

9.4. The Customer may request that LHT supports the Customer in arranging for shipment of the Maintenance Object to another place as the one specified in Article 9.1. Any shipment arrangements made by LHT shall be in the name and on behalf of the Customer. The Customer shall bear the risk of such shipment and all shipping cost including the cost for packing material.

## 10. WARRANTY

10.1. The warranty period for the Maintenance Services is twelve months or within one thousand (1.000) Flight Hours, whichever may occur first, starting from redelivery of the Maintenance Object or, if an acceptance is agreed or required by law, from acceptance.

10.2. A warranty claim must be raised by the Customer within thirty (30) days after the defect has or could have become reasonably apparent and the Customer shall at LHT's request provide LHT at the Place of Performance with the defective part for inspection and Subsequent Performance (as defined in article 10.7) within additional thirty (30) days from such request. If a defect arises on a non-removable part of an aircraft or Engine, the Parties shall agree how to remedy such defect in a way convenient for the Customer and reasonably acceptable for LHT.

10.3. LHT's warranty shall be excluded, unless a defect was present at the time of the acceptance of the Maintenance Services. LHT's warranty is particularly excluded (i) if the defect has been caused because the Maintenance Object has been altered, overhauled or repaired during the warranty period by any party other than LHT, or (ii) if the defect has been caused by the Customer's Working Equipment or any material supplied by Customer, or (iii) if the Customer has not taken all reasonable precautions to prevent an aggravation of the defect or damage, or (iv) if the defect has been caused because the Customer did not comply with operating instructions provided by LHT or the respective aircraft, Engine or Component design authorization or Component manufacturer. As long as the Customer is in default with its payment obligations, LHT may exercise its right of retention and may therefore refuse to meet warranty claims until full payment has been made.

10.4. Provided that Suppliers grant LHT warranty rights for material or services beyond the scope of LHT's warranty as set forth in Article 10.1 and 10.2 above, the Customer may request LHT to assign any such warranty rights. Further, upon request, LHT shall support the Customer in pursuing such warranty rights.

10.5. Material provided by the Customer must at all times have been stored, handled and operated in accordance with the manufacturer's recommendations.

10.6. If upon the Customer's special request LHT or its Subcontractors perform a provisional repair, the materials used and the Maintenance Services performed during such repair are only subject to a limited warranty reflecting the temporary nature of the specific provisional repair.

10.7. In the event of a defect covered by this warranty, LHT shall first have the opportunity to correct any defect at its own cost and expense at LHT's choice by means of rectification of the defect or renewed service provision ("Subsequent Performance"). If such Subsequent Performance has failed or if a reasonable time limit for the Subsequent Performance to be set by the Customer has expired without a result or is superfluous, the Customer may request (i) a reduction in price or (ii) may withdraw from the Customer Agreement and (iii) claim damages. The Customer, however, is only entitled to claim damages in accordance with clause 11 of these Standard Terms and Conditions.

10.8. Subsequent Performance shall take place at the Place of Performance or at any other place the Customer and LHT may agree upon. If the Customer requests LHT to correct the defect at another location as the Place of Performance, the Customer shall arrange at its own risk and expense for the removal and transport of the defective Components to and from the location where the repair shall be made and for the reinstallation of the respective Component.

10.9. The warranty set forth in this Article 10 shall be the exclusive and sole remedy for the Customer in case of any defect.

10.10. The warranty period of Article 10.1 shall also apply to contractual and non-contractual claims for damages, which are based on a defect in the Maintenance Services. However, if LHT is liable for damages in accordance with Article 11.1, the statutory limitation period shall apply.

## 11. LIMITATION OF LIABILITY FOR DAMAGES

11.1. LHT's liability for intent and gross negligence is governed by the statutory provisions. The same applies for loss or damage arising from injury to life, limb or health culpably caused by LHT, a violation of a guarantee or a breach of the German Product Liability Act.



11.2. If there is no event which falls within Article 11.1, LHT's liability for loss or damage, regardless of the legal grounds, is excluded in the event of simple negligence (so-called "einfache Fahrlässigkeit") of LHT, its statutory representatives and Vicarious Agents, unless such liability results from the violation of any material contractual obligation. Material contractual obligations are those the performance of which make the proper fulfillments of the contract at all possible and on the compliance of which the Customer regularly relies upon and is entitled to so rely.

11.3. If LHT is liable in accordance with Article 11.2 due to a simple negligent breach of material contractual obligations, LHT's liability shall be further limited as follows: LHT shall not be liable for non-foreseeable damages which are not typical under the relevant Customer Agreement.

11.4. The liability of LHT set forth in this Article 11 is exclusive and the Customer explicitly waives any other rights to claim damages it may have at law or otherwise.

## 12. INSURANCE

12.1. The Customer agrees to obtain and maintain in full force during the term of the Customer Agreement the following insurances:

- Hull All Risks Insurance as well as an All Risk Property Insurance including war risks containing a waiver of subrogation and recourse action in favour of LHT, its personnel and its Subcontractors.
- Comprehensive Airline Legal Liability Insurance including aircraft third party, passenger and war risk liability with a combined single limit in accordance with article 7 Regulation (EC) No. 785/2004 naming LHT, its personnel and its Subcontractors as additional insured parties.

12.2. If the Customer has ordered the Maintenance Services from LHT on behalf of a third party, the Customer shall ensure that such third party obtains and maintains the insurances specified according to Article 12.1.

## 13. PRICES AND PAYMENTS

13.1. LHT shall issue a preliminary invoice on the basis of the cost estimate as per Customer Agreement and Customer shall pay such amount latest upon delivery of the Maintenance Object to LHT. Any difference between the preliminary invoice and the invoice issued after Redelivery of the Maintenance Object to the Customer shall be reimbursed by LHT or paid by Customer – as the case may be. Any payment of such difference shall be made by Customer to LHT no later than 7 days from receipt of the invoice issued after redelivery.

13.2. LHT may dispatch all invoices electronically (e-billing), as long as this is agreed for the entire contractual relationship between LHT and the Customer. The Customer shall supply the necessary details in a form requested by LHT. Special requirements concerning e-billing in the Customer's country (e.g. verification, archiving) have to be fulfilled by the Customer.

13.3. Subject to Article 13.1 above, all payments are due and immediately payable upon receipt of the invoice(s) without any deduction.

13.4. All prices are quoted as net prices. Any tax (including, but not limited to, value added tax), duty, fee or other public charges whatsoever imposed on the invoiced prices shall be borne by the Customer or shall be refunded by the Customer to LHT. In the event any such tax or duty is recoverable, LHT shall use reasonable efforts to recover such tax or duty paid.

13.5. The Customer agrees that any dispute with regard to a payment obligation and any claim for reimbursement shall be made within 180 days after receipt of the invoice as per Article 13.1. After this period has lapsed, the Customer shall not be entitled to assert any such claims. LHT undertakes to inform the Customer about this preclusion when invoicing the respective Maintenance Services.

13.6. Either Party shall make all payments in the agreed currency. Any payment made in any other currency shall be converted at the European Central Bank exchange rate applicable on its value date. Any shortfall resulting from such conversion has to be borne by the Party making such transfer. The receiving Party may retain any surplus resulting from such conversion.

13.7. The Customer shall not be entitled to set off any counter-claims against LHT's claims or exercise a right of retention, unless the Customer's counter-claim or right of retention is determined by the final decision of a court or are undisputed.

13.8. If the Customer is a member of the IATA, the Customer hereby irrevocably authorizes LHT to collect payments via IATA Clearing House ("ICH") by the last ICH clearance preceding the respective invoice due date. If a payment default is notified by the ICH, LHT shall be entitled to suspend the Maintenance Services with immediate effect until the outstanding payment is received by LHT.

13.9. LHT shall always be entitled to assign its payments claims against the Customer to third parties.

## 14. TRANSFER OF TITLE AND IP RIGHTS

14.1. Title to all material supplied by LHT under the Customer Agreement shall remain with LHT until complete payment of all amounts due under the Customer Agreement has been effected.

14.2. Title to all IP Rights disclosed in documents or data (including but not limited to plans, drawings, patterns or designs) supplied by LHT to the Customer under the Customer Agreement or created during the Maintenance Services, shall remain with LHT or any third party which is entitled to such IP Rights.

## 15. LIEN, AUTHORITY TO SALE AND RIGHT OF RETENTION; SET-OFF RIGHTS

15.1. Provided that the German statute on rights in aircraft (Gesetz über Rechte an Luftfahrzeugen) does not apply, LHT has by virtue of the Maintenance Services performed a contractual lien with respect to the Maintenance Object in its custody as well as with respect to other items of the Customer in LHT's custody to secure any claims of LHT against the Customer out of or in connection with the Customer Agreement as well as to secure any claims of Affiliates against the Customer. Such contractual lien shall also exist for claims resulting from services previously performed or material previously supplied. The contractual lien shall entitle LHT and/or any of its Affiliates to publicly offer the Maintenance Object and/or other items in LHT's custody for sale no earlier than one (1) month after advising the Customer of its intent to do so. To effect such sale LHT shall not be required to obtain an enforceable title or to comply with the regulations governing forced sale.

15.2. Further, LHT has by virtue of the Maintenance Services performed a right of retention with respect to the Maintenance Object in its custody as well as with respect to any other items of the Customer in LHT's custody to secure any claims of LHT against the Customer out of or in connection with the Customer Agreement as well as to secure any claims of Affiliates against the Customer. Such right as well as a set-off right may also be asserted for services previously performed or material previously supplied.

15.3. LHT shall also have the right to cease any ongoing Maintenance Services without notice until all payments due under the Customer Agreement or any other contractual relationship between the Customer and LHT or the Customer and any Affiliate have been made.

## 16. CUSTOMS CLEARANCE

The Customer shall be responsible to perform the customs clearance for Importation and Exportation of any aircraft (or parts thereof), any Engine and any other goods. The Customer shall comply with all existing import and export prohibitions and restrictions of the European Union. If assigned and agreed in Written Form, LHT shall perform the necessary customs clearance in the name and on behalf of the Customer or on behalf of LHT. In these cases, the Customer shall provide LHT with all necessary information and documentation (especially any required licenses regarding prohibitions and restrictions). LHT shall not be liable for any delay due to the late delivery of information and documentation by the Customer or due to delays in the customs clearance process. All duties and taxes that may occur due to the Importation or Exportation have to be borne by the Customer or shall be charged by LHT to the Customer.

## 17. ASSIGNMENT

In addition to any other statutory or contractual right of assignment, LHT may assign its rights and obligations under the Customer Agreement in total or in part to Deutsche Lufthansa AG or a company directly or indirectly controlled by Deutsche Lufthansa AG. The Customer shall be informed about such assignment duly in advance. The assignee shall perform the Maintenance Services under the Customer Agreement in the quality and standards and in accordance with the terms and conditions laid down in these Standard Terms and Conditions. Any other assignment of rights or obligations arising from the Customer Agreement shall require the prior approval in Written Form of the other Party.

## 18. EXPORT CLAUSE

The Customer shall comply with all applicable domestic and foreign export compliance requirements, including applicable US export laws and regulations and those of other relevant foreign jurisdictions. Upon LHT's request, the Customer shall promptly provide LHT with appropriate documents or certifications as required by such applicable export laws and regulations, or as necessary to ensure continuing compliance with such applicable export laws and regulations. LHT reserves the right to not execute shipment until the Customer has provided necessary documents or certifications to enable LHT to use existing export licenses such as acknowledgement of LHT's license conditions.

## 19. FORCE MAJEURE

All events or circumstances, the prevention of which is beyond the control of LHT, such as, but not limited to, acts of the public enemy, terrorism, war, insurrections or riots, blockades, fires, floods, explosions, earthquakes, storms, serious accidents, epidemics, pandemics, endemics or quarantine, any act or omission of government or governmental authority (such as, but not limited to, as a result of clarifications with customs authorities), strikes or labor troubles causing cessation, slowdown or interruption of work, general hindrance in transportation, general supply shortages and interruptions, shall release LHT from its obligation of providing Maintenance Services for the duration and to the extent of such events or circumstances.

## 20. LAW AND JURISDICTION

20.1. The Customer Agreement and these Standard Terms and Conditions and any legal relationship with the Customer that may arise therefrom shall be exclusively subject to and construed exclusively in accordance with the laws of the Federal Republic of Germany excluding their conflict of laws rules. The United Nations Convention on the International Sale of Goods (CISG) shall not apply. In the event of a conflict between the English and the German meaning of any expressions used in these Standard Terms and Conditions or any part thereof the German legal meaning shall prevail.

20.2. The courts of Hamburg, Germany, shall have jurisdiction. In case of any claims asserted against LHT this jurisdiction shall be exclusive.

## 21. WAIVER OF SOVEREIGN IMMUNITY AND SEVERABILITY

21.1. LHT and the Customer hereby agree that the Customer Agreement and any legal relationship that may arise therefrom are commercial transactions and the Customer undertakes not to claim any immunity from suit, execution, pre-judgment or post-judgment attachment or other legal process in any jurisdiction.

21.2. Nothing contained in these Standard Terms and Conditions shall require either Party to take any action contrary to the law or to any order or regulation of any government or contrary to any permit or authorization granted to either Party by any governmental authority.

21.3. If any of the provisions of these Standard Terms and Conditions are held void, unlawful or otherwise ineffective by any court of competent jurisdiction, the remainder of these Standard Terms and Conditions shall remain in full force and the unlawful or otherwise ineffective provision shall be substituted by a new provision reflecting the intent of the provision so substituted.

## 22. AMENDMENTS

Any amendments to the Customer Agreement (including this Article 22 of these Standard Terms and Conditions) need to be agreed upon between LHT and the Customer in Written Form.

HAM T/TJ 03/2022