

General terms Star Wings Aviation Training Center GmbH

1. General terms / scope of services

1. The Contractor is letting the Full Flight Simulator Level D / CJ3 to the Principal.
2. The Contractor commits herself to observe fixed dates for the leasing. The Contractor's obligation is being dropped in case of being prevented, in case of prevention due to force majeure or state interventions.

2. Payment conditions

- 2.1. The fees listed below are calculated on the basis of the Contractor's current valid price list and will be additionally charged with the actual valid German VAT (Value added tax) of 19%.
- 2.2. The hourly rate is equivalent to 60 minutes per blocktime, according to SIM Log entry and includes the Panel Operator.
- 2.3. The minimum period for use is one hour, additional time will be charged by minute.
- 2.4. Principal's Payment Obligations:
 - (1) Payment shall be due and payable without discount upon receipt of invoice or a similar account of costs, provided no deviating (written) agreement has been made between the Parties.
 - (2) In the event Principal should not pay even after reminder of Contractor after maturity of invoice, Principal shall be in default. Even without such reminder, Principal shall be in default if a time-limit for payment has been fixed according to calendar. Principal shall be in default with payment obligations at the latest if he does not pay within 30 days of maturity and receipt of invoice or similar account of costs. This shall only apply toward a Principal who is a consumer, if he has been especially indicated to these consequences in the invoice or account of costs. Besides, statutory provisions shall apply.
 - (3) Any outstanding payments shall be subject to interest during the term of default. Default interest shall be 9 per cent points above the basic interest rate as far as Principal is a company in the meaning of § 14 BGB [German Civil Code]. It shall not be excluded that Contractor may claim a higher interest rate in case of default basing on a different legal reason. Likewise, claiming of further damages shall not be excluded.
 - (4) Principal's set-off against other receivables towards Contractor shall not be permitted.
 - (5) In the event of delayed or incomplete payment, Contractor shall be permitted to cancel training with costs, and refuse to render services.

3. Fees in case of withdrawal by Contractor (cancellation fees)

3.1. Should Principal withdraw from a contract prior to an agreed date of dry lease, the following fees are applicable as compensation toward Contractor:

72 hours prior to the first date:	20 % of the agreed fee
48 hours prior to the first date:	40 % of the agreed fee
Below this period:	80 % of the agreed fee

In case of cancellation on the date of the planned usage, there will be no refund.

Authoritative for determination of time-limits shall be receipt of withdrawal notice at the Contractor's.

4. Additional Agreements and Changes of Agreement

4.1. Oral additional agreements do not exist. Any changes of or amendments to this agreement require written form. Also cancellation of this written form requirement clause requires written form.

5. Events of Defaults

5.1. In the event Contractor is unable to provide the services as agreed due to force majeure, government orders or orders of airport administration, or due to technical disorders, there shall be no right to claim damages.

6. Severability

6.1. Should individual provisions of this agreement be invalid, the validity of the other provisions shall remain unchanged. Both parties shall agree to replace such invalid provision by a valid provision which comes as close as possible to the original economic purpose.

7. Place of Jurisdiction

7.1. Place of jurisdiction for both parties shall be the business seat of Star Wings Aviation Training Center GmbH.