

# TSP GENERAL TERMS AND CONDITIONS

ProfiPilot, Ltd (hereinafter referred to as ProfiPilot) based at Pavla Kyrmezera 12/1096, 91441 Nemšová, Slovak republic, is a company specialized in different kinds of training and checking of pilots, cabin crew, technical and other aviation staff and providing the other aviation services as agreed between Corporate client and ProfiPilot or Client and ProfiPilot.

These General Terms and Conditions are governing the relations between the Customer and ProfiPilot or Client and ProfiPilot, its employees, officers, agents, staff members and other subcontractors as the case may be. These General Terms and Conditions form a part of any written acknowledgement from ProfiPilot or any agreement between Customer and ProfiPilot for ordered Services. The Customer accepts automatically these General Terms and Conditions by making use of ProfiPilot's Services. In case of inconsistencies between these General Terms and any agreement in which is made reference to these General Terms and Conditions, the agreement or specific contract supersedes these General Terms and Conditions.

## 1. Definitions

The capitalized terms shall have the meaning indicated below and shall apply both in the singular and plural:

**ProfiPilot** or **ProfiPilot TSP** or **TSP** means the name under which the ProfiPilot, Ltd offers the Service. ProfiPilot, Ltd is holder of approval issued by the Transport Authority of Slovak republic and is authorized to conduct the services related to the language and phraseology training, checking, assessing and rating.

**Exam candidate**, **Client**, **Customer** or **Candidate** means a person who uses any of the services provided by ProfiPilot personally by himself.

**Certificate** means the course completion certificate issued by ProfiPilot after the client passes the course, exam or any other service provided by ProfiPilot.

**ICAO language proficiency certificate** means the certificate required by the competent aviation Authority and issued by ProfiPilot TSP to Client after attending the ICAO language proficiency exam and subsequent exam rating.

**Contract** means these General Terms and Conditions, any agreements to which they are appended and/or any documents to which they refer to (offer, mutual agreement, purchase order, invoice, e-mail, etc.).

**Corporate client** or **Corporate customer** means the business company using the ProfiPilot's services for its own personnel with specific agreement with ProfiPilot.

**Corporate client representative** means the representative person of Corporate client allowed to act in specific roles on behalf of Corporate client.

**TSP staff member** means employee, agent, sub-contractor, freelancer, associate or any other personnel involved into the ProfiPilot operations and services.

**Assessment** or **Exam** means general name for the test ("**ICAO language proficiency exam**"), phraseology exam (IFR or VFR) or any other exam conducted by the ProfiPilot TSP in accordance with the appropriate Operations manual or its Parts.

**Language proficiency examiner** or **LPE** means the person who is in charge to conduct a language proficiency exam and first level of language proficiency rating, in accordance with the requirements of ProfiPilot TSP Operations manual.

**Language proficiency rater** or **LPR** means the person who is in charge to conduct a rating of the language proficiency exam, in accordance with the requirements of ProfiPilot TSP Operations manual.

**Language proficiency trainer** or **LPT** means the person who is in charge to conduct a language proficiency training, in accordance with the requirements of ProfiPilot TSP Operations manual.

**Vis Major** means the circumstances independent of the will of the ProfiPilot and Client and Corporate client and which result in the impossibility to conduct obligations described in the Contract or impossibility to provide the requested Service. The following are examples of cases of Vis Major: acts of state or governmental measures in general including supervising Authority, acts of war and terrorism, strikes, traffic jams, labor shortages, shortages of raw materials, shortages or unexpected disruption of equipment or means of transport, breakage of machines, fires, floods, storms, explosions, and other natural catastrophes. Any situation which cannot be predictable or forecasted may be considered as Vis Major.

**TSP General Terms and Conditions** or **TSP GTC** means these General terms and conditions and any modifications made to them. Any modification, amendment, change or deviation from these General terms and conditions may only be done in the written format – in the Contract provided all parties involved agree with it. If there is any doubt, the definitions agreed in the Contract are superseding this General Terms and Conditions.

**ICAO** means the International Civil Aviation Organization.

**EASA** means the European Aviation Safety Agency.

**FAA** means the Federal Aviation Authority.

**CAA** or **Authority** means the Civil Aviation Authority in general. The meaning should be described by the context in detail.

**Intellectual Property** means the rights to brands, trademarks, drawings, patents, copyrights, sui generis rights on databases, software rights, rights on know-how and other intellectual property rights, whether registered or not, as well as any application for any of the above-mentioned rights and any other rights aiming to provide similar protection or similar effect on one of the above rights, wherever in the world this may be.

**Fee** means the price to be paid by the Client or Corporate client for the Service or Services provided by ProfiPilot to the Client.

**Service** means the service in general provided by ProfiPilot to the Client, Corporate client or to the employees or staff members of the Corporate client. It may be either training or exam.

**Session** means the session during which the service (exam, assessment or training) is provided by the ProfiPilot.

**Website** means the website of ProfiPilot TSP - [www.language.aero](http://www.language.aero)

**Course** or **Courses** a pre-determined set of instructional activities and/or materials structured as a training course and set out in a Syllabus, as more fully described in the Agreement or in Contract.

**Equipment** is the training device used by the ProfiPilot to provide its Services.

**Provider** is the ProfiPilot TSP staff member who is properly trained and assigned to provide the services on behalf of ProfiPilot. Provider means the person, who has a freelance connection to the ProfiPilot (not the full time employee).

**Syllabus** is a document specifying the contents (i.e. the subjects covered, and the training equipment used) and duration of the Services. Specifically, the training services.

**Materials** are manuals, handbooks, recordings, presentations and any other associated materials used or created during or for purpose of the Service, including any software or electronic media.

**Training Services** are the services for the purpose of the training provided by ProfiPilot further specified in the Agreement at the location indicated therein.

**Service agreement** or **Contract** means the Services Agreement entered into by ProfiPilot and the Client or Corporate client.

## 2. General

In the absence of a signed Contract, any reservation by the Customer of Services shall imply agreement by the Customer or Corporate customer with the latest proposal made by ProfiPilot and in any way with the GTC. The Agreement (as it may be amended pursuant to its provisions) constitutes the entire and complete understanding of the all parties involved on the subject matter hereof. The Customer agrees that the Agreement will be assigned by ProfiPilot to the relevant Provider(s) within the region for the actual performance of the contracted Services. The rights and obligations of Parties contained in the Agreement shall for those certain Services be effective between the Customer and the relevant Provider. ProfiPilot is and remains the holder of all Intellectual Property rights related to the provided Services.

## 3. Prerequisites for training and/or checking

3.1. The general information about ProfiPilot's aviation language services are available on [www.language.aero](http://www.language.aero). Customer or Corporate customer is also entitled to ask for further information about ProfiPilot services, regulatory and other service requirements and pre-conditions, contacting [info@language.aero](mailto:info@language.aero) by e-mail.

3.2. All Services shall be provided

- i. according to the ProfiPilot training programs,
- ii. according to the ProfiPilot Operations manual for training and checking,
- iii. at ProfiPilot operational sites, unless otherwise advised by ProfiPilot.

3.3. Customer or Corporate customer shall convey all information about Exam candidate or Client to whom the Service will be provided to the ProfiPilot prior to the Confirmed date of the Service.

3.4. Corporate client (if services are provided on B2B basis) or Client himself is responsible for compliance with any requirements for Client's qualifications, experience, language skills and all other requirements related to the particular Service.

3.5. If the Service Completion certificate is required for the legal endorsement of the license, Client and in case of B2B cooperation, the Corporate client is ultimately responsible for contacting the issuing Authority whether the Authority accepts the Services provided by the ProfiPilot.

## 4. Supply of Service

- 4.1. ProfiPilot shall provide the Services to the Client, under the Terms and conditions described hereunder.
- 4.2. ProfiPilot may assign any other subcontracting entity to provide the Services on behalf of ProfiPilot.
- 4.3. ProfiPilot shall fulfil its obligations with all the reasonably possible diligence.

## 5. Appointments

- 5.1. Appointment of the Service is the result of agreement between the Client and the ProfiPilot.
- 5.2. The location of the appointment is determined by Service provider on behalf of ProfiPilot.
- 5.3. Locations of Services may be published on the Website.
- 5.4. Appointment for the Service may be created on ad-hoc basis not later than 24 hours before the Service start.
- 5.5. ProfiPilot is allowed to modify and change the location and time of the Appointment, provided that:
  - the Client has been informed of this modification
  - the new location of the Service appointment and time within the reasonable distance (in regards of time and distance)

## 6. Application

- 6.1. The registration for specific Service of ProfiPilot is made by the Client or by the Corporate client representative on behalf of Client.
- 6.2. In case of B2B agreements, the registration shall be done by the Corporate client representative on behalf of the Corporate client and Client. In this case, the Application is considered to be done by the Client.
- 6.3. The application can be done using by:
  - Email – info@language.aero
  - Website profipilot.aero or language.aero
  - In person to the ProfiPilot TSP staff member or Service provider.
- 6.4. The application shall be done before start of the Service.
- 6.5. By applying for the Service, Client is obligated to pay the respective Service fee to ProfiPilot.
- 6.6. By applying for the Service, Corporate client is obligated to pay the respective Service fee to ProfiPilot on behalf of Client.

## 7. Payments and fees

- 7.1. Client or Corporate client (in case of B2B cooperation) is required and obligated to pay the fee for the Services provided by ProfiPilot.
- 7.2. Client or Corporate client (in case of B2B cooperation) is obligated to pay the Fee for the Service at the time of application.
- 7.3. Notwithstanding any other provision in these General Terms, 100% of ordered Services must be covered by Client payment or Corporate client payment (in case of B2B cooperation) in advance, i.e. prior to the service Appointment.
- 7.4. The payments for Services shall be done in EUR and are made on basis of ProfiPilot invoices by wire transfer to ProfiPilot bank account stated in the Agreement or in cash.
- 7.5. Preferable method of processing the payment for Service is bank transfer to the ProfiPilot bank account based on the issued invoice from ProfiPilot.
- 7.6. Clients are required to provide the proof of payment to the respective ProfiPilot staff member.
- 7.7. Proof of the payment is required the Client to be allowed to access the session where Service is to be provided.
- 7.8. In case of B2B cooperation, the Corporate client is obligated to provide ProfiPilot proof of payment done on behalf of Client latest one hour before the commencement of the Service.
- 7.9. ProfiPilot staff member on behalf of ProfiPilot is allowed to restrict the access of the Client to the Service site if he fails to prove the payment was done.
- 7.10. If not otherwise agreed in Contract, the Fee for the Service includes:
  - grant of the requested Services by ProfiPilot or its business partner;
  - rent of the space/room for such Service;

- labor fee of the involved TSP staff member/members;
  - organizational provision of requested Services;
  - provision of tools necessarily required for requested Service;
  - the electronic issue of 1 original of Certificate of completion of such Service;
- 7.11. ProfiPilot is allowed to charge the additional fee for any other requested Services.
- 7.12. If not otherwise agreed in Contract, the Fee for the Service does not include and following fees shall be charged by ProfiPilot separately:
- dispute procedure;
  - issuance of the hardcopy of Certificate of completion of Service;
  - special requests of the Client;
  - additional fees or costs.
- 7.13. ProfiPilot is allowed to charge the additional fee for any other requested Services by Client or Corporate client.
- 7.14. Client agrees the ProfiPilot to charge the Client the additional fees.
- 7.15. In case of B2B cooperation, the Corporate client agrees to charge the additional fees to the Client on behalf of Corporate client.
- 7.16. All parties have agreed that additional fees will be charged to the Client or Corporate client on behalf of Client (in case of B2B cooperation) also retrospectively based on the current prices and based on the actual costs.
- 7.17. Client and Corporate client on behalf of Client (in case of B2B cooperation) agree the ProfiPilot is allowed to change the agreed fees for the Service if the change of the unforeseen costs or unforeseen change of the costs. ProfiPilot is obligated to notify Client or Corporate client about such change.
- 7.18. If Client or Corporate client on behalf of Client (in case of B2B cooperation) fails to pay the fee for the Service, Client and Corporate client agrees to pay a contractual fine of 0.5% of the total amount due for each day of delay until payment has arrived the ProfiPilot bank account.
- 7.19. The Service fee is quoted without the applicable Value-added tax (VAT), which is to be added to the amount payable according to the applicable legislation.
- 7.20. All costs related to the transfer of the payment are for the account of the Client or Corporate client (in case of B2B cooperation).
- 7.21. In case Client or Corporate client on behalf of Client (in case of B2B cooperation) fails to pay for Services in advance as stipulated above, ProfiPilot has the right to refuse providing Training Services.

## 8. Cancellation of a Service

- 8.1. If not otherwise specified, the contract between Client and ProfiPilot persists for a fixed period of time, which is the duration of the Service or Services.
- 8.2. The contract between Corporate client and ProfiPilot persists for a period of time specified in the Contract.
- 8.3. The Contract may be terminated by agreement of the Client and ProfiPilot at the date specified in the agreement or withdrawal from the Contract.
- 8.4. In case of the B2B cooperation, the Contract may be terminated by agreement of the Corporate client and ProfiPilot at the date specified in the agreement or withdrawal from the Contract.
- 8.5. In case of B2B contract, the Client is not allowed to terminate the Contract on behalf of Corporate client.
- 8.6. In case of substantial contractual obligations with effect from the date of delivery of the resignation to the other party.
- 8.7. Withdrawal or termination of the Contract must be notified to the other party by registered letter and effective from the moment of its delivery.
- 8.8. ProfiPilot may cancel the Service in case the appointment is not economically advantageous. In this case ProfiPilot informs by email the concerned Client about this cancellation with reasonable notice.

- 8.9. If the Service and its providing was cancelled by ProfiPilot, the Client will be rescheduled for another Service appointment without additional costs.
- 8.10. If there is no available appointment for such Service which was cancelled by ProfiPilot, the Client has a right for full re-imburement of the money paid for such Service.
- 8.11. If there is no available appointment for such Service which was cancelled by ProfiPilot, the Corporate client has a right for full re-imburement of the money paid on behalf of Client for such Service.
- 8.12. If a Client cannot attend the Service, he must inform ProfiPilot accordingly with a two (2) business day prior notice (not later than 48 hours prior the scheduled commencement of the Service).
- 8.13. Should this two (2) days of notice period not be respected, ProfiPilot will be entitled to keep the Service fee as compensation, except in case of Vis Major. This applies also for B2B cooperation.
- 8.14. In specific cases, ProfiPilot may consider justified reasons (long-term sick leave...) to accept notifications later than 2 business days before the start of the Service.

## 9. Service schedule and conditions

- 9.1. To be eligible to its Service, the Client must, in addition of the conditions detailed above be timewise punctual and be able to prove his/her identity (ID card or valid passport with photo of face).
- 9.2. Following Services and its content is subject of the approval by the Authority:
- Language proficiency testing and rating
  - Training of language proficiency raters
  - Training of language proficiency examiners
- 9.3. All the Services provided by ProfiPilot are described in the respective Operations manual.
- 9.4. The Client will be provided by the Service in the way how the Service was approved by the Authority (in case of the ICAO language proficiency assessments and training of the TSP staff members) or how the training/checking plan was prepared and approved by ProfiPilot TSP.
- 9.5. Eating, drinking, smoking or using any other substances, except refreshing with water are strictly forbidden while attending the Service.
- 9.6. The actual duration of the Service is on the discretion of the ProfiPilot TSP staff member, respectively Service provider who is providing the Service on behalf of the ProfiPilot.
- 9.7. If the purpose of the Service is to conduct the assessment or exam over the Client, the Client must:
- Work alone
  - Has to answer all questions asked by the ProfiPilot staff member or Service provider
  - Use only the materials (pens, pencils, paper,...) provided by the ProfiPilot
  - Avoid using any tools which are not allowed by the Operations manual
  - Not cheat
  - Communicate with only the ProfiPilot TSP staff member
- Otherwise the Service shall be considered as failed or incomplete.

## 10. Communication of assessments results

- 10.1. This Chapter is related to any of the Services provided by ProfiPilot TSP which is considered to be an Exam or Assessment.
- 10.2. Within five (5) business days after the end of a Service, ProfiPilot will deliver the results of the Service to the Exam candidate and to the Corporate client (if the Service was provided based on the B2B cooperation) under the form of a Certificate preferably by e-mail.
- 10.3. Certificate issued by ProfiPilot will be in the electronic form – in PDF.

- 10.4. If Exam candidate or Corporate client is willing to obtain the hardcopy of the certificate, he/she needs to order it prior the Service by marking the appropriate checkbox.
- 10.5. The ProfiPilot TSP is allowed to charge extra fee for issuance and delivery of the hardcopy of the Certificate.
- 10.6. it is the Exam candidate's right to open the disputes against the received results of the language exam and rating process. The dispute process within the ProfiPilot TSP is based on the multi-level structure.
- 10.7. The Corporate client is not allowed to open the dispute on behalf of Exam candidate, even though the Corporate client ordered or/and paid the service fee for such Service.
- 10.8. The dispute shall be placed not later than 24 hours after the notification about the result of the exam was done by ProfiPilot TSP.
- 10.9. The only communication source for the disputes is the e-mail address [disputes@language.aero](mailto:disputes@language.aero).
- 10.10. If the service is provided on B2B basis, the Client is hereby giving the authority to provide all required data to the Corporate client, which paid for the Service on behalf of Client.

## 11. Guarantees and Liability

- 11.1. ProfiPilot guarantees the compliance of the provided Services with the applicable laws and regulations.
- 11.2. ProfiPilot shall use reasonable endeavors to meet any estimated or agreed period or date of completion of the Services.
- 11.3. ProfiPilot shall not be liable for the consequence whether direct or indirect due to any delay in the performance of the Services.
- 11.4. ProfiPilot shall not be held liable for any loss or any damage directly or indirectly related to the Services provided.
- 11.5. Except for the guarantee under article 11.1 above or an express derogation to the General Terms and Conditions, ProfiPilot offers no guarantee.
- 11.6. ProfiPilot guarantees that the Certificate and Services provided by ProfiPilot will be recognized by aviation authorities specifically listed on the website [language.aero](http://language.aero).
- 11.7. Whatever the nature, the basis and the mode of the action taken against ProfiPilot or its Contractors, Staff members, Service providers or other parties involved, the total indemnity due to the Client or Corporate client in compensation for its prejudice shall not exceed the amount of the fee paid for the Service.
- 11.8. Client or in case B2B cooperation, the Corporate client shall be solely liable for the accuracy of its data registration.
- 11.9. Client is aware that provision of the false data may lead to the legal action taken against him.
- 11.10. Client shall refrain from any exploitation and promotion which may cause harm to the reputation of ProfiPilot, its subsidiaries, Staff members, Service providers or Contractors.
- 11.11. ProfiPilot shall not be held liable in case if the Authority refuse to accept the Certificate issued by ProfiPilot for legal endorsement of the license (ie Flight crew license or Air traffic controller license).

## 12. Suspension of the Services

- 12.1. ProfiPilot shall suspend its Services with immediate effect in case if the Services provided are not In compliance with the Regulations or its Authorization was suspended or revoked by the Authority.
- 12.2. ProfiPilot is entitled to suspend the Service with immediate effect in case of non-compliance of the Client or Corporate client with its contractual obligations.
- 12.3. ProfiPilot shall have the right to suspend the Service without previous notice or compensation and without prior notification, in the case of Force Majeure.

### 13. Confidentiality

- 13.1. Any agreement between Client and ProfiPilot or between Corporate client and ProfiPilot shall be treated by both parties as confidential and shall not be released in whole or in part to any third party without prior written consent of the other party.
- 13.2. In case of wet-lease or B2B cooperation of Services, Client explicitly authorizes ProfiPilot to file and archive specific information of the Client, including Client's performance during the training or/and checking.
- 13.3. ProfiPilot shall not disclose such training or checking information to any third party without the prior written consent of a Client with the exception of disclosure to Client's employer or Corporate client (in case of B2B cooperation) and/or Client's Authority if required so.
- 13.4. The Client and Corporate client shall treat all information designated as confidential by ProfiPilot and to which it has or must have access within the scope of the execution of the Service as confidential and not to disclose such information.
- 13.5. The Candidate shall take all the necessary measures to preserve the confidential nature of the confidential information pursuant to the Service and namely to:
- only disclose, in whole or in part, verbally or in writing, the confidential information to employees or representatives of the parties needing to know it within the scope of the Service. These persons shall be informed of the content and obligations arising from the Service and the Client (in case of B2B cooperation, the Corporate client) shall be held liable for the failures committed within this scope by one of its employees, representatives or staff members;
  - not disclose the confidential information to any third party unless express prior written consent is obtained from ProfiPilot;
  - only use the confidential information for the purpose of the Service;
  - return to ProfiPilot, upon simple request by it, as soon as possible, any document and any copies, notes, recordings, memorandum or other document originating from it or containing confidential information;
- 13.6. The obligations of confidentiality described in the General Terms and Conditions are valid for the entire duration of the Service and shall continue for at least ten (10) years following the end of the Service or for the duration of the gained qualification, whatever the cause.
- 13.7. ProfiPilot will not disclose any information regarding Corporate client and Tests to any third party other than ProfiPilot subsidiaries and official authorities showing justified interest in such data.
- 13.8. ProfiPilot will not disclose any information regarding Client and Tests to any third party other than Client's employer (i.e. Corporate client who requested to test the Client) ProfiPilot subsidiaries or official authorities showing justified interest in such data.
- 13.9. ProfiPilot is allowed to provide all information gained during the Service to the party which paid for the Service, to the Employer without any further permission from Candidate.
- 13.10. ProfiPilot is allowed to provide all information gained during the Service to any party upon written request by the Client.
- 13.11. ProfiPilot is allowed to charge additional fees as an administration fee in order to provide the data to third parties.
- 13.12. ProfiPilot is allowed and entitled to store all of the personal data provided by Client or gained during the Service.
- 13.13. ProfiPilot is allowed to process the personal data of Candidate for its marketing and commercial purposes.
- 13.14. ProfiPilot is allowed to process the personal data and use them for commercial basis within the ProfiPilot subsidiaries.
- 13.15. Client has the right to access his data and request their correction and deletion.
- 13.16. ProfiPilot may accept the deletion requests only after a 10) years following the end of the Service or for the duration of the gained qualification following the latest Service provided to the Client.



## 14. Insurance

14.1. ProfiPilot shall not cover any direct or indirect associated costs or expenses arising out of any of the Services provided.

## 15. Notices and communication

15.1. Any such notice, request, requirement, approval, consent or other communication in connection with these General Terms and with the Agreement shall be given in writing and:

- if delivered by hand shall have been deemed received when so delivered, or
- if by registered mail shall be deemed to have been received by the addressee on the day on which it shall have been signed as received, or
- if e-mailed, shall be deemed to have been received by the addressee upon electronic acknowledgement.

## 16. Severability

16.1. In the event of any clause of the Terms and Conditions being rendered or declared ineffective or invalid by any legislation or rule of law or by any decision of any court of competent jurisdiction, the remainder of any affected clause or provision of the Terms and Conditions shall remain in full force and effect.

## 17. Force Majeure

17.1. ProfiPilot shall not be held liable towards the Client or Corporate client for non-performance or delays in the performance of the Service which shall be due to the occurrence of an event of Force Majeure.

17.2. The Service shall be suspended for the entire duration of the case of Force Majeure.

17.3. Each party undertakes to inform the other party of the occurrence of a case of Force Majeure as soon as it becomes aware of it.

## 18. Revision of the General Terms and Conditions

18.1. ProfiPilot reserves the right to modify or adapt the General Terms and Conditions anytime without prior notice or notification.

18.2. Any modification to the General Terms and Conditions shall, however, only apply to Contracts underway with the acceptance of the Client or Corporate client (in case of B2B cooperation), who may not object without reasonable grounds.

## 19. Taxes

19.1. The Client and in case of B2B cooperation, the Corporate client accepts liability for, agrees to indemnify for and hold ProfiPilot free and harmless from any taxes, charges, duties and/or other assessments ("Taxes"), including interests and penalties, arising out of or connected with the execution of the Agreement and imposed by any government or Authority (not being the Slovak Government or Transport authority of Slovak republic).

19.2. Should ProfiPilot be obliged to pay such Taxes than Client or in case of B2B cooperation, the Corporate client shall reimburse said Taxes to ProfiPilot within fifteen (15) calendar days after ProfiPilot's request.

## 20. Liability

20.1. Each Party shall assume all risk and liability for any loss, damage, death and injury caused by its officers, directors, employees, agents, and trainees, except in the event that such loss or damage is caused by the willful misconduct or gross negligence of the other Party.

20.2. ProfiPilot contractual liability for Services shall be limited to the refund of the payments made by Client or in case of B2B cooperation, the Corporate client in relation with Services only.

20.3. Client personally shall be liable for all damages to Equipment if caused by Client or his Employee, his Client, its officers, directors, employees, agents, Students, and others bound by the contract (except for ProfiPilot and its employees or staff members).

## 21. Excusable delay

21.1. ProfiPilot shall use reasonable endeavors to meet any estimated or agreed period or date of completion of the Services. ProfiPilot shall not be liable for the consequence whether direct or indirect due to any delay in the performance of the Services.

## 22. Miscellaneous

- 22.1. Any communication made between the ProfiPilot and Client or Corporate client may be validly made by simple mail or email with acknowledgement of receipt.
- 22.2. If e-mail is used, the only and official communication channel is using by the official domain using either info@language.aero or tsp@profipilot.aero.
- 22.3. Any change of address must be notified in writing to the other party.
- 22.4. The Contract constitutes the full agreement between the Parties. The provisions of the Contract cancel and rescind any provisions of preceding agreements and arrangements made between the parties and concerning the object of the Contract.
- 22.5. The Contract is concluded between two independent legal bodies (Client in person and ProfiPilot), or between the legal business companies (Corporate client and ProfiPilot in case of B2B cooperation).
- 22.6. The failure by one of the parties to assert a provision of the Contract or to request the execution of one of the provisions of the Contract by the other party shall in no event be interpreted as a current or future waiver of the benefit of these provisions.
- 22.7. The content of any Contract signed by the ProfiPilot and the second party is superior to this General Terms and Conditions.

## 23. Wavier

23.1. Any failure, delay or indulgence on the part of ProfiPilot in exercising any power or right conferred hereunder shall not operate as a waiver of such power or right nor preclude the exercise of any other right or remedy hereunder and shall be without prejudice to the legal rights of ProfiPilot and the obligations.

## 24. Settlement of Disputes and applicable law

- 24.1. The Parties hereto irrevocably agree that the courts of Slovak Republic shall have jurisdiction to settle any dispute which may arise out of or in connection with these General Terms and/or the Agreement.
- 24.2. The Agreement and these General Terms and Conditions shall be governed by and construed in accordance with the laws of the Slovak Republic.