

How to read this. Part I applies to all our services. Parts **II** (online training), **III** (continuing airworthiness management) and **IV** (consultancy) then follow. Where a provision in Part II, III or IV differs from Part I, the specific provision prevails for that service.

Part I — General provisions

1. Scope and definitions

These terms apply to every quotation, order, invoice and agreement of CofA BV, Nieuwpoortsesteenweg 943, 8400 Ostend, Belgium, VAT BE 1028.511.982 ("CofA"). Departures from them apply only where CofA has confirmed them in writing. The client's own general or purchasing conditions do not apply, even if communicated later.

In these terms, **training** means the online courses CofA offers through its platform; **airworthiness management** means work relating to the continuing airworthiness of aircraft; **consultancy** means advice, audits, procedure work and documentation; **client** means the party purchasing the service; **participant** means the individual taking a training.

2. Quotations and formation

Quotations are without obligation and valid for thirty calendar days from their date unless stated otherwise. An agreement is formed by written acceptance of the quotation, by ordering through the platform, or when CofA begins performance.

3. Prices and value added tax

All prices are in euro and exclusive of VAT. The applicable rate follows from the nature and the place of establishment of the client:

- clients in Belgium: 21%;
- businesses in another member state holding a valid VAT number: reverse charge, marked **VAT reverse charged** on the invoice;
- consumers in another member state: Belgian VAT up to the threshold for cross-border sales, thereafter the rate of the client's member state;
- clients outside the European Union: the service falls outside the scope of EU VAT;
- services to airlines operating chiefly on international routes for reward: exempt under article 42 §2 of the Belgian VAT Code, provided the client meets that test.

The client supplies in good time the information needed for correct VAT treatment, including a valid VAT number, and reports any change without delay.

4. Payment

Training is paid in advance; access is released once payment has been received. Airworthiness management and consultancy are payable within thirty calendar days of the invoice date unless agreed otherwise.

Any dispute about an invoice must be notified in writing and with reasons within fourteen calendar days of the invoice date; after that period the invoice is deemed accepted.

Any invoice not paid on its due date shall, by operation of law and without prior notice of default, be increased by default interest in accordance with the Belgian Act of 2 August 2002 on combating late payment in commercial transactions. In addition the debtor shall owe, likewise by operation of law and without notice of default, fixed damages of 10% of the invoice amount, with a minimum of € 125.00, without prejudice to the creditor's right to prove higher damages.

Where payment is not made on the due date, CofA may suspend further performance, including access to the platform, until the outstanding amounts have been settled.

5. Liability

5.1 Nature of the undertaking. CofA undertakes an obligation of means and works with the care to be expected of a competent provider. Its work does not take over the assessment, the decision-making or the ultimate responsibility of the client, the operator or the approved organisation towards the competent authority.

5.2 What is not limited. Nothing in this article limits CofA's liability for its own wilful misconduct or fraud, for gross negligence by itself or those it engages, for harm to physical or mental integrity, or for any liability that mandatory law does not allow to be limited.

5.3 Limitation in amount. Otherwise CofA's liability per claim is limited to the total invoiced for the relevant assignment in the twelve months before the event causing the damage, and to a maximum of € 25,000 per claim and € 50,000 for all claims arising in the same calendar year. Related events count as a single claim.

5.4 Excluded loss. CofA is not liable for indirect or consequential loss. This includes in any event: loss of profit, loss of anticipated savings, loss or corruption of data, reputational harm, loss of clients or contracts, the cost of replacement staff, and the cost and consequences of grounding or withdrawing an aircraft from service, of delayed or cancelled flights, or of measures, fines and sanctions imposed on the client by a competent authority.

5.5 Client information and decisions. CofA is not liable for the consequences of information, documentation or instructions that the client supplies incorrectly, incompletely or late, nor for decisions the client takes on its own authority following a training, report or advice. Where a third party brings a claim against CofA arising from such information or decisions, the client shall indemnify CofA in full, including reasonable costs of defence.

5.6 Notice and lapse. The client shall notify damage in writing and with reasons within thirty calendar days of establishing it, or of the moment it could reasonably have been established. Any claim against CofA lapses in any event twelve months after the event causing the damage, unless mandatory law prescribes a longer period.

5.7 Single point of recourse. The client shall bring its claims solely against CofA BV as its contracting party. It shall not hold personally liable the directors, managers, partners, employees, self-employed collaborators or subcontractors of CofA, on any ground. Should it nonetheless do so, those persons may invoke directly all limitations and defences under these terms, in accordance with article 6.3 of the Belgian Civil Code. This provision does not apply to intent to cause damage, nor to harm to physical or mental integrity.

5.8 Insurance. CofA carries professional indemnity insurance. A certificate stating the scope of cover is available on request.

6. Intellectual property

All course content, documentation, templates, procedures and reports remain the property of CofA. The client and its participants receive a non-transferable right of use for their own use within the organisation. Reproduction, distribution or making available to third parties requires prior written consent.

7. Personal data

CofA processes personal data in accordance with the General Data Protection Regulation. What is processed, for what purpose and for how long it is kept is set out in the privacy notice at cofa.aero/privacy. Questions and data subject requests may be sent to info@cofa.aero.

8. Confidentiality

Each party shall treat information received from the other as confidential and use it only to perform the agreement. This obligation continues for three years after the agreement ends. It does not extend to information that is public or that must be disclosed under a legal obligation.

9. Force majeure

Where performance is prevented by a circumstance beyond a party's control, obligations are suspended for its duration. If the impediment lasts longer than sixty days, either party may terminate the agreement in writing without compensation, settling what has already been performed.

10. Termination

Either party may terminate with immediate effect where the other fails to perform a material obligation and does not remedy that failure within fifteen calendar days of written notice of default. Work already delivered remains payable.

11. Governing law and jurisdiction

All our agreements are governed by Belgian law. In the event of dispute, the courts of the judicial district of Ghent, Ostend division, shall have exclusive jurisdiction.

If a provision of these terms is void or unenforceable, the remaining provisions continue to apply and the provision concerned is replaced by a valid one approaching its intent as closely as possible.

12. Language

These terms exist in Dutch and in English. In the event of any discrepancy between the two versions, **the Dutch version prevails**. A copy in Dutch is available on request and at cofa.aero.

Part II — Online training

13. Nature of the training

The training is self-study: the participant works through the material and the assessment entirely online and at their own pace. There is no individual tutoring or assessment by an instructor. Comments on the content are welcome and are used to improve the material.

CofA keeps the course content aligned with applicable regulation and may amend it for that purpose. The client itself assesses whether a training suits its organisation, its approval and the regulation applicable to it. CofA is not an approved training organisation unless expressly confirmed in writing for a given training.

14. Access and duration

Access is personal and non-transferable. After ordering, the training is to be activated within twelve months and completed within two months of activation, unless agreed otherwise in writing. Sharing login credentials entitles CofA to close the account without refund.

15. Certificates

On successful completion the participant receives a personal certificate. CofA keeps the training record for five years after completion so the client can evidence its training obligations. Certificates are issued only for training actually completed; a certificate may be withdrawn where it appears that the assessment was not taken by the participant.

16. Participants supplied by the client

Where the client supplies participants, it warrants that it may lawfully pass on their data and that the names and e-mail addresses given are correct. A certificate is issued in the name as supplied; later corrections are made at the client's request. The client's contact person may view the progress, results and certificates of its own staff.

17. Liability in respect of training

In addition to article 5, CofA's liability in respect of training is limited per claim to the amount paid for the training concerned. Training conveys knowledge and prepares the participant and their employer for their own assessment; it does not replace that assessment and implies no approval of procedures, working methods or decisions within the client's organisation. The limits in article 5.2 continue to apply in full.

18. Right of withdrawal for consumers

This article applies only where the participant purchases as a consumer, that is outside their professional activity. Where a business purchases training for its staff, no right of withdrawal exists.

The consumer has fourteen calendar days from the order to withdraw without giving reasons, **for as long as the training has not been activated**. On withdrawal within that period and before activation, the full amount is refunded within fourteen days.

On opening the first module, express confirmation is requested that performance may begin immediately and that the right of withdrawal lapses once the training is activated. After that confirmation no refund is possible. Without it the training is not activated and the right of withdrawal continues for the full period.

Withdrawal may be exercised by an unequivocal statement to info@cofa.aero.

Part III — Continuing airworthiness management

19. Nature of the assignment and scope of approval

CofA performs the agreed airworthiness management within the framework of applicable aviation regulation and of the approval under which the work is carried out. The scope is set out in the quotation or contract; work not covered there is performed only after written confirmation. The management applies solely to the aircraft and the types expressly covered by the assignment and falling within that approval; extending it is a separate assignment.

20. The contract required by regulation

For continuing airworthiness management the regulation prescribes a separate contract between the owner or operator and the approved organisation, listing the obligations of each party. That contract and the regulation take precedence over these terms. These terms govern the commercial relationship between the parties and supplement what that contract does not cover.

21. Client obligations

The client supplies in good time all documentation, technical data, maintenance records and access needed for correct performance, and warrants the accuracy and completeness of what it supplies. In addition, the client undertakes to:

- present the aircraft to the approved maintenance organisation at the time indicated by CofA;
- report utilisation data, including flight hours and cycles, at the agreed intervals;
- not modify the aircraft and not have any repair carried out without prior consultation with CofA;
- have maintenance carried out solely by an organisation approved for that purpose, and report without delay any maintenance carried out without CofA's knowledge;

- report occurrences, findings and defects without delay, without prejudice to its own reporting obligations under the regulation;
- state the usage category and the registration of the aircraft and notify any change beforehand, as these determine which regulation applies.

If the client fails to meet these obligations, CofA's undertakings are suspended for as long as the failure continues, without affecting its claim to the agreed fee.

22. Condition of the aircraft records

The assignment and the price assume that the aircraft records are complete and properly maintained. If, on taking over or during performance, data prove to be missing, incomplete or contradictory, CofA notifies the client and the remedial work is charged separately at the applicable hourly rate. For as long as the records do not permit a sound assessment, CofA makes no statement on airworthiness.

23. Airworthiness review and certificate

An airworthiness review is a review, not an undertaking. Whether a certificate is issued or extended depends on the condition of the aircraft and of its records and, where required, on the assessment of the competent authority. If no certificate is issued, if the review is interrupted, or if only a recommendation is made to the authority, the assignment has thereby been performed and the agreed fee remains due.

24. Nominated person within the client's organisation

Where a member of CofA's staff is nominated within the client's organisation as the person responsible for continuing airworthiness, the client grants that person the authority, the access to data and systems, and the resources and time which the regulation requires for that post. The client does not override a decision taken by that person within that post. If it does so, or withholds those resources, this constitutes a material breach: CofA may terminate the assignment with immediate effect and reports this to the competent authority as the regulation prescribes. Article 5.7 applies in full to the person holding the post.

25. Reporting to the competent authority

The regulation obliges CofA to inform the competent authority in the cases it lays down, including failure to present the aircraft, failure to comply with or termination of the contract referred to in article 20, and occurrences that must be reported. CofA makes such reports even where the client would prefer otherwise. Such reports do not breach article 8 and give rise to no claim for damages.

26. Ultimate responsibility and reversion

Ultimate responsibility for the airworthiness of the aircraft and for compliance towards the competent authority remains with the owner or operator. Decisions on flight operations, release to service and maintenance are taken by or on behalf of that party. CofA advises and manages; it does not take the place of the owner, the operator or the approved maintenance organisation.

If the agreement ends, or if a party fails to comply with the contract referred to in article 20, continuing airworthiness management reverts in full to the owner or operator from that moment, including tasks then in progress. That party itself makes the arrangements needed, in good time, to remain compliant with the regulation.

27. Term, notice and handover of the records

An agreement for airworthiness management is for an indefinite term unless agreed otherwise. Either party may terminate it in writing on three months' notice. If the client sells the aircraft, that period is thirty calendar days. Article 10 continues to apply to termination for material breach.

On the end of the agreement CofA delivers the technical records within thirty calendar days to the client or to the successor it designates. This is done irrespective of any outstanding invoices; CofA's right to payment remains

unaffected. CofA retains the copies the regulation obliges it to keep.

Part IV — Consultancy

28. Nature of the assignment

Advice, audits, procedure work and documentation are delivered on the basis of the information available at the time and the regulation then in force. Advice or a report reflects CofA's professional assessment; it carries no guarantee that an authority, a client or a third party will follow that assessment.

29. Use of reports

Reports and advice are intended for the client and for the purpose for which they were prepared. Use for another purpose, or making them available to third parties who rely on them, is at the client's own risk and without liability of CofA towards those third parties, unless CofA has agreed to it in writing beforehand.