

**CLIMAX AVIATION
GENERAL TERMS & CONDITIONS**

Edition 1 – 2 November 2021

Definitions

For the purposes of these General Terms and Conditions, the following words shall have the following meaning.

All the words used in the Engagement Letter have the same meaning as those in the General Terms and Conditions and vice versa.

Agreement or Services Agreement: the Engagement Letter together with (i) the General Terms and Conditions, (ii) the CLIMAX AVIATION Data Processing Agreement, (iii) the CLIMAX AVIATION Privacy Policy, and together with any documents or terms applicable to the Services to which specific reference is made in the Engagement Letter.

Assignment: the Services and associated matters to be performed by CLIMAX AVIATION pursuant to the Engagement Letter. The Assignment usually consists of the provision of one or more of the following aviation management and consulting services (the “**Services**”):

- Safety Management Systems (SMS)
- Peer Support Programmes (PSP)
- Safety & Just Culture
- Corporate Communication
- Business Strategy & Leadership
- Flight Operations
- Sustainability
- Flight Training & Flight Simulator Training Devices

Client: the Party or Parties entering into the Agreement with CLIMAX AVIATION.

CLIMAX AVIATION: the *société à responsabilité limitée (srl)* CLIMAX AVIATION *besloten vennootschap (bv)*, a company incorporated

under Belgian laws, registered with the Crossroads Bank for Enterprises under the number 0766.919.711, with registered office at 3400 Landen, Weidestraat 12, and with which the Agreement is concluded.

Controller: the Client.

Engagement Letter: the document issued by CLIMAX AVIATION and signed by both Parties describing the Assignment of CLIMAX AVIATION, as well as the terms and conditions applicable to the Assignment, including any possible derogations from the General Terms and Conditions. Any other document specifying the rights and duties of the Parties issued by CLIMAX AVIATION, e.g., service agreement, quotation, order form, invoice, shall be deemed to be an Engagement Letter.

GDPR: the Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons relating to the processing of personal data and on the free movement of those data.

General Terms and Conditions: these General Terms and Conditions as they may be changed from time to time.

Law: the Belgian and European legislation and regulations applicable at the time the Assignment is executed.

Party/Parties: CLIMAX AVIATION and/or the Client.

Personal Data: the personal data, as defined in the GDPR, that are transferred or communicated by the Controller to the Processor for processing in the context of the Assignment.

Person Concerned: any identified or identifiable natural person whose personal data are being processed.

Processor: CLIMAX AVIATION.

Article 1 - Scope of the General Terms and Conditions

1.1. Unless there is a derogation from this in the Engagement Letter, the General Terms and Conditions apply to the Assignment. If the Client calls on CLIMAX AVIATION's Services, he or she is presumed to know the General Terms and Conditions and to accept them without reservation.

1.2. The applicability of the general terms and conditions of the Client is expressly excluded.

Article 2 - Content and formation of the Agreement

2.1. This Agreement set forth the entire understanding between the Parties with respect to the Assignment and supersedes all prior and contemporaneous agreements, arrangements, proposals, and communications, whether oral or written, with respect to the Assignment.

2.2. The Agreement is concluded (i) at the moment that CLIMAX AVIATION receives the Engagement Letter signed by the Client or, if this were to happen earlier, (ii) at the moment that CLIMAX AVIATION begins the execution of the Assignment at the express request of the Client.

2.3. In case of contradiction between the Engagement Letter and the General Terms and Conditions, the Engagement Letter shall prevail.

Article 3 - CLIMAX AVIATION's rights and duties

3.1. CLIMAX AVIATION shall perform the Services (i) in a professional manner; (ii) in conformance with that level of care and skill ordinarily exercised in similar circumstances by providers of the same or similar services; (iii) in compliance with all applicable laws and regulations.

3.2. The correct execution of the Assignment is an obligation to perform to the best of one's ability.

3.3. CLIMAX AVIATION can freely decide how the Assignment is to be executed and which CLIMAX AVIATION employees are involved in its execution. CLIMAX AVIATION can have the Assignment (or part of it) performed by a CLIMAX AVIATION subcontractor or any other third party.

3.4. CLIMAX AVIATION shall ensure that all Personnel assigned to perform the Services have the appropriate level of expertise, training, experience and, where applicable, licenses, necessary to perform such Services.

Article 4 - Independence

4.1. CLIMAX AVIATION will undertake the Services as an independent contractor. The provision of Services under this Agreement will not result in any employment, partnership, joint venture, or similar relationship between CLIMAX AVIATION and the Client.

4.2. Insofar as necessary, the Parties further specify that the freedom and independence that CLIMAX AVIATION and the Client shall have with respect to each other for the execution of the Agreement constitute an essential condition without which this Agreement would not have been concluded.

4.3. While Client has no right to exercise direction, control or supervision over CLIMAX AVIATION, CLIMAX AVIATION shall endeavour to co-operate with Client reasonable requests that are within the scope of the Assignment whilst continuing to maintain autonomy of their own working practices.

4.4. Neither Party is authorised to make any statements, representations, or commitments of any kind on behalf of the other Party, or to take any action binding upon the other, except as that other Party may specifically authorise in writing.

Article 5 – Client's information duty

5.1. The Client undertakes to provide CLIMAX AVIATION in a timely and comprehensive, detailed, accurate and non-misleading manner with all the information necessary to perform the Assignment. The Client must immediately inform CLIMAX AVIATION of any change to the information provided to it.

5.2. Where appropriate, CLIMAX AVIATION has the right, at its own discretion (i) to suspend the performance of (one part of) the Services until the Client has fully complied with its obligation to

provide information or (ii) to immediately terminate the Agreement in accordance with Article 12, without compensation or prior judicial intervention. CLIMAX AVIATION is always entitled to the full amount of the agreed fee.

Article 6 - Intellectual property - Use of CLIMAX AVIATION documents

6.1. All rights, titles and interests, including but not limited to all intellectual property rights such as copyrights that arise and/or may arise in connection with the Assignment, including without limitation, all rights to preparatory material (such as working papers), on intermediate and/or final products or results of the Assignment, regardless of their form (oral, written, or otherwise), as well as knowledge, experience and skills acquired in the performance of the Services, are and will remain the sole property of CLIMAX AVIATION at all times. Without prejudice to the foregoing, the Client will only acquire a (material) title on one or more physical or digital copies of any product or result of the Services in tangible form after payment of CLIMAX AVIATION's fees for the relevant products or results.

6.2. CLIMAX AVIATION's documents (e.g., reports, presentations, recommendations) may not be transferred to third parties or used for any other purpose without CLIMAX AVIATION's prior written permission. Such consent may be made subject to restrictions or conditions.

6.3. CLIMAX AVIATION shall not have any liability whatsoever towards third parties who might take cognizance of these documents.

6.4. If the Client wishes to publish or reproduce a CLIMAX AVIATION document, in written or electronic form or in any other means or wishes to refer to CLIMAX AVIATION in any other way, the Client undertakes to submit the document to CLIMAX AVIATION for prior approval.

Article 7 - Electronically submitting data

7.1. Parties are allowed to communicate with each other electronically. Parties acknowledge that the use of electronic communication entails risks, and

that it is not always possible to transfer electronic data completely, safely, without mistakes and without viruses and that, consequently, electronic communication can be lost, intercepted, forged, destroyed, or delayed or rendered useless. Parties acknowledge that no system or procedure can completely rule out such risks and parties confirm that they accept those risks, allow the use of electronic communication, and agree to use all available and appropriate means to detect the most commonly distributed viruses before sending information electronically.

7.2. Each Party is responsible for protecting its own systems and data. Neither Party can be held liable for any damage suffered due to the use of electronic communication between the Parties.

Article 8 - Processing of Personal Data

8.1. The Client agrees to the processing of Personal Data by CLIMAX AVIATION as described in the **CLIMAX AVIATION Privacy Policy**, which can be consulted via <https://www.climaxaviation.com/privacypolicy> and which forms an integral part of the Agreement. CLIMAX AVIATION recommends that the Client regularly consults the CLIMAX AVIATION Privacy Policy.

8.2. To the extent that CLIMAX AVIATION receives Personal Data from the Client within the scope of the Assignment and processes these as per its instructions, the relationship between CLIMAX AVIATION as Processor and the Client as Controller is governed by the **CLIMAX AVIATION Data Processing Agreement**, which is included as an appendix to these General Terms and Conditions and forms an integral part of the Agreement.

8.3. Unless agreed otherwise in the Engagement Letter, the Client shall inform all persons whose Personal Data are transferred of the processing thereof. The Client guarantees that it can lawfully and legally transfer the Personal Data to CLIMAX AVIATION. The Client indemnifies CLIMAX AVIATION from any possible claim by third parties regarding the processing of their Personal Data.

Article 9 - Fees

9.1. CLIMAX AVIATION's fee is usually estimated in the Engagement Letter, calculated as a fixed amount, or based on the number of hours/days worked, multiplied by the hourly/daily rates agreed in the Engagement Letter.

9.2. The hourly/daily rate can be adjusted yearly. The estimate, as well as the fixed-rate fee, can be adjusted, if it turns out when executing the Assignment that the actual circumstances are incompatible with the assumptions underlying the budget or if other circumstances arise over which CLIMAX AVIATION has no control and as a result of which additional performance is required.

9.3. Costs necessary for the execution of the Assignment are not included in the fee and are additionally invoiced.

9.4. Fees and costs are calculated excluding taxes. The Client pays all taxes to which it is legally bound.

9.5. The prices indicated in the Engagement Letter are only for the performance of the Services described therein, to the exclusion of all other Services. If additional Services are requested, this Services will be included in an amendment to the Engagement Letter.

Article 10 - Invoicing

10.1. The fee, costs and advances are invoiced in accordance with the agenda in the Engagement Letter. If there is no agenda, the fee, costs, and advances will be invoiced on a regular basis as the Assignment is executed, even if the Assignment has not been terminated. CLIMAX AVIATION reserves the right to request an advance payment prior to any performance and only to start the execution of the Assignment after payment of this advance.

10.2. Unless expressly stated otherwise in the Engagement Letter, CLIMAX AVIATION's invoices are fully payable within 30 calendar days after the invoice date, without any deduction, set-off, suspension or settlement. If the Agreement was entered into by several persons, they are each

jointly and severally liable for payment of the invoices.

10.3. Any dispute relating to an invoice must be submitted by registered letter within 10 calendar days after the invoice date. Otherwise, the invoice shall be deemed accepted.

10.4. In the event of non-payment on the due date, CLIMAX AVIATION is entitled, without further formality or prior notice of default, to (i) late payment interest at the legal interest rate or the special legal interest rate applicable to commercial transactions, and (ii) to a fixed compensation of 15% of the invoiced amount, with a minimum of EUR 125,00, without prejudice to its right to full compensation for damages. Where appropriate, all other outstanding claims on the Client shall become immediately due and payable without further formality, without prior notice of default and without considering any payment terms allowed.

10.5. If the Client refuses to pay undisputed amounts, CLIMAX AVIATION has the right, at its own discretion, (i) to suspend the performance of (one part of) the Services until the Client has fully complied with its payment obligations or (ii) to terminate the Agreement immediately in accordance with Article 12.

Article 11 - Duration and termination

11.1. The Agreement shall begin as of the start date specified in the Engagement Letter.

11.2. Unless otherwise specified in the Engagement Letter, the Agreement is deemed to have been entered into for an indefinite period.

11.3. Both Parties can terminate the Agreement entered into for an indefinite period by registered letter at any time on condition that a notice period of three (3) months is respected.

11.4. CLIMAX AVIATION remains entitled to the fee and costs relating to the Services already provided and to be provided during the three months' notice period. If the Client does not observe the term of notice, he or she must pay CLIMAX AVIATION compensation equal to (i) the

last three-monthly fees in the event of a recurrent Assignment or (ii) 25% of the budget for a flat-rate Assignment, without prejudice to its right to full compensation if the damage suffered exceeds this amount.

11.5. If the Engagement Letter specifies that the Agreement is entered into for a fixed term, the Agreement ends without further formality or prior notice when the Assignment has been fully executed. The Client is entitled to terminate the Agreement early on condition that the fee and costs relating to the Services already provided are paid, without prejudice to CLIMAX AVIATION's right to claim compensation for everything it could have gained from the full execution of the Assignment.

Article 12 – Suspension and termination in case of default

12.1. Either Party can suspend the execution of the Agreement by registered letter with immediate effect if the other Party fails to meet one or more obligations until such Party has met its obligations. The at-fault Party shall be liable for all costs arising from the suspension. Without prejudice to its right to compensation for actual damage, CLIMAX AVIATION remains entitled in all circumstances to the fee and costs for Services already provided.

12.2. Either Party may terminate the Agreement by registered letter with immediate effect, without compensation or prior judicial intervention in the event of (i) a serious failure that is not remedied within 30 calendar days after the other Party has been sent a notice of default or (ii) in the event of bankruptcy, cessation of activities or any other insolvency situation of the other Party, or if such a situation appears likely.

Article 13 – Right of withdrawal

13.1. In accordance with the Code of Economic Law, a Client who is defined as a "consumer" within the meaning of the Code (hereinafter the "Consumer Client") has the right to withdraw from the Agreement, in certain cases, without giving any reason, within a period of fourteen (14) days following the day of the conclusion of the

Agreement, which corresponds to the first event between the date of (i) the signature of the Engagement Letter and (ii) the payment of the advance payment.

13.2. In order to exercise the right of withdrawal, the Consumer Client shall inform CLIMAX AVIATION, before the expiry of the aforementioned period, of his/her decision to withdraw from the Agreement by means of an unambiguous statement. To do this, the Consumer Client may make an unambiguous statement setting out his/her decision to withdraw by email to CLIMAX AVIATION.

13.3. CLIMAX AVIATION will refund all payments received from the Consumer Client within fourteen (14) days of CLIMAX AVIATION being informed of the Consumer Client's decision to withdraw. Unless expressly requested otherwise, the refund will be made by the same means of payment as that used for the initial payment and will not incur any additional costs. In the event that the provision of Services has begun, the Consumer Client shall pay CLIMAX AVIATION an amount which is proportional to what has been provided up to the moment when the Consumer Client has informed CLIMAX AVIATION of the exercise of its right of withdrawal in relation to the whole of the Services provided for in the Engagement Letter.

Article 14 - Liability limitation

14.1. CLIMAX AVIATION's total liability, for whatever reason and regardless of its legal ground, for damage suffered by the Client and arising from or relating to the Agreement, even if the damage is the result of a severe error, is limited to a maximum equal to (i) 25% of the budget for a flat-rate Assignment or (ii) the amount of the fee that was invoiced during the 3 months preceding the incident causing the damage, or as of the day on which work on the Assignment was commenced if this period is shorter than 3 months in the event of a recurrent Assignment.

14.2. If the Agreement was entered into with several parties, the liability limitation applies jointly towards them.

14.3. If two or more claims are caused by the same error, they shall be deemed to constitute one single claim and CLIMAX AVIATION's liability shall be limited to the highest claim amount applicable to the Assignment.

14.4. Above-mentioned liability limitation does not apply when the damage is the result of a mistake perpetrated with fraudulent intent or with a view to causing damage.

14.5. CLIMAX AVIATION can never be held liable for indirect damage such as, but not limited to, financial and commercial losses, loss of profit, increase in general costs, planning failure, software failure, loss or damage to data, loss of capital, clients, trading opportunities or expected savings or benefits.

14.6. The Client acknowledges that only CLIMAX AVIATION can be held liable for damage caused within the scope of the Agreement. The Client waives any claim against individual CLIMAX AVIATION employees.

14.7. The Client agrees that, unless specified otherwise in the Engagement Letter, all CLIMAX AVIATION sub-contractors that CLIMAX AVIATION involves in the Agreement can invoke Articles 14.1. to 14.6. and are entitled to apply these as if they were part of the Agreement.

Article 15 - Disputes - indemnification

15.1. All disputes relating to the execution of the Assignment must be communicated to CLIMAX AVIATION by registered letter within 30 calendar days after the discovery of a defect of which the Client demonstrates that he could not reasonably have discovered it earlier. Disputes do not result in suspension of the Client's payment obligation.

15.2. In the event of a justified dispute, CLIMAX AVIATION can decide at its own discretion (i) to adjust the invoice amount, (ii) to re-perform all or part of the rejected Services, or (iii) to return part of the fee without providing any further execution to the Assignment.

15.3. All Client's claims to CLIMAX AVIATION shall in any event lapse after 1 year from the moment

at which the Client discovered or should reasonably have discovered the fact that resulted in the claim.

15.4. The Client undertakes to indemnify and hold CLIMAX AVIATION harmless from any loss, damage, costs, and liability resulting from a claim by a third party arising from a contractual breach by the Client.

Article 16 - Force majeure

16.1. If a shortcoming in the execution of the Agreement is the result of force majeure, the Party that invokes it will be released from any liability.

16.2. Force Majeure means any event that (i) is not caused by any of the Parties, (ii) was unforeseeable at the conclusion of the Agreement and (iii) which significantly and negatively affects the further execution of the Agreement for this Party, including, but not limited to, government intervention, natural disasters, armed conflicts, social unrest, crimes, accidents, illnesses and epidemics, power, and telecommunications interruptions.

16.3. Each Party has the right to terminate the Agreement by registered letter with immediate effect and without compensation if the execution of the Agreement is suspended due to force majeure during an uninterrupted period exceeding 30 calendar days.

Article 17 - Waiver

Failure by CLIMAX AVIATION to exercise or enforce any rights shall not amount to a waiver of any of these rights.

Article 18 - Change

18.1. CLIMAX AVIATION's Assignment is limited to that what is stated in the Engagement Letter but can be expanded or modified at the Client's request.

18.2. CLIMAX AVIATION can unilaterally amend the General Terms and Conditions, the CLIMAX AVIATION Privacy Policy, the CLIMAX AVIATION

Data Processing Agreement. CLIMAX AVIATION shall notify the Client of these changes by email or in a different electronic form. The Client is deemed to have accepted the changes without reservation unless it makes its objection known to CLIMAX AVIATION within 30 calendar days.

Article 19 - Transfer

Neither the Agreement nor the rights and duties arising from it can be transferred by the Client to third parties without the prior written agreement of CLIMAX AVIATION.

Article 20 - Nullity

20.1. No provision of the Agreement may have as object, aim or consequence the contravention of any binding legal or public order provision.

20.2. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such finding will not affect the other terms or provisions of this Agreement or the whole of this Agreement, but such term or provision found to be invalid, illegal or otherwise unenforceable will be deemed modified or narrowed to the extent necessary to render such term or provision enforceable, and the rights and obligations of the Parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties set forth in this Agreement.

20.3. In addition, Parties shall immediately commence negotiations in good faith to replace the provision that has been declared void or unenforceable, where appropriate, with retroactive effect until the date on which the Agreement comes into force, by another, valid and enforceable provision, the legal consequences of which are closest to those of the void or unenforceable provision.

Article 21 - Publicity

Unless the Engagement Letter stipulates otherwise, CLIMAX AVIATION may state the name of the Client and the fact that Services are

provided to the Client for marketing and publicity purposes.

Article 22 - Applicable law and competent courts

22.1. This Agreement shall be governed by and construed in accordance with Belgian law.

22.2. In the event of a dispute, only the courts of Brussels, French-speaking division, shall have jurisdiction.

APPENDIX: CLIMAX AVIATION DATA PROCESSING AGREEMENT

All the terms used in the CLIMAX AVIATION Data Agreement have the same meaning as those in the CLIMAX AVIATION General Terms and Conditions and vice versa.

Article 1 - The Data Processing Agreement

1.1. Within the context of the Assignment, the Client entrusts Personal Data of the Persons Concerned to CLIMAX AVIATION, who processes them in accordance with the provisions of the GDPR.

1.2. This Data Processing Agreement, which forms an integral part of the Agreement between CLIMAX AVIATION and the Client, is intended to regulate the execution and organisation of the processing of Personal Data by CLIMAX AVIATION so that the protection of the privacy of the Persons Concerned is guaranteed at any times.

Article 2 - Nature and purpose of the processing

2.1. CLIMAX AVIATION uses and processes the Personal Data solely with a view to providing Services to the Client as described in the Assignment.

2.2. The processing and use of the Personal Data take place within the European Economic Area ("the EEA").

Article 3 - Duration of the processing

3.1. The duration of the processing is limited to the period necessary for the fulfilment of the Assignment.

3.2. Before or at the latest at the time of the termination of the Assignment, CLIMAX AVIATION shall, at the discretion of the Client, destroy or return the Personal Data.

Article 4 - The Personal Data that are processed

In the context of the Assignment, CLIMAX AVIATION processes one or more of the following Personal Data:

- a. general identification data (such as name, title, address, telephone number, e-mail address, identification data provided by the Client, identity card number, passport number, national registration number, driving licence number, pension number, number plate);
- b. financial identification details (such as identification and bank account numbers, credit or debit card numbers);
- c. wage data (such as salary, payments and deductions, benefits);
- d. composition of the family (e.g. name of spouse or partner, number of children);
- e. education and training (such as academic curriculum, professional competence, professional experience, membership of a professional organisation);
- f. occupational data (e.g. employer, title of functions, date of recruitment, date of departure);
- g. electronic identification data (such as IP address, cookies);
- h. rental and renting information (such as leasing); and
- i. all other Personal Data that the Client legitimately makes available to CLIMAX AVIATION in the context of the Assignment.

Article 5 - Persons Concerned whose Personal Data is processed

Within the context of the Assignment, CLIMAX AVIATION processes the Personal Data of one or more of the following Persons Concerned:

- a. directors of the Client;
- b. self-employed staff members of the Client;
- c. personnel of the Client;
- d. representatives of the Client;
- e. customers of the Client; and
- f. suppliers of the Client.

Article 6 - General obligations of CLIMAX AVIATION

6.1. CLIMAX AVIATION undertakes to process the Personal Data exclusively in the context of its Assignment. For the processing, CLIMAX AVIATION shall only act based on the Client's written instructions and shall not transfer the Personal Data to third parties.

6.2. CLIMAX AVIATION shall implement all necessary technical and organisational measures:

- a. to protect the Personal Data processed in accordance with the GDPR. The measures taken shall ensure an adequate level of security considering the nature of the Personal Data and the possible risks of accidental disclosure, destruction, loss, alteration or falsification. In this case, the measures shall take into account the state of the technology, the implementation costs, the nature, the scope, the context and the purposes of the processing;
- b. to ensure that the places where Personal Data are processed on behalf of the Client are not accessible to unauthorised persons;
- c. that restrict access to the personal data processed only to those staff members who are necessary for the processing of these data; and
- d. to assist the Client in granting (i) the right to information and inspection, (ii) the right to rectification and addition, (iii) the right to restriction of the processing, (iv) the right to data portability, the right to be forgotten and (vi) the right to object on the part of the Persons Concerned.

6.3. CLIMAX AVIATION shall not answer any direct requests from the Persons Concerned but shall refer them to the Client.

6.4. At the request of the Client, the CLIMAX AVIATION Data Protection Officer shall demonstrate in detail which measures CLIMAX AVIATION has taken to comply with these obligations, as well as with the obligations under Article 7 below.

Article 7 - Specific duties of CLIMAX AVIATION

Without prejudice to the foregoing general duties, CLIMAX AVIATION shall:

- a. not process the Personal Data for its own purposes;
- b. not process the Personal Data outside the EEA without the specific, prior consent of the Client;
- c. take all necessary measures to ensure that any processing outside the EEA takes place in accordance with the Law;

- d. not pass on or delegate, without the Client's prior written consent, the processing of the Personal Data to a sub-processor other than the legal entities that form part of the CLIMAX AVIATION network in Belgium and other than the IT service providers that CLIMAX AVIATION calls upon to provide its services to the Client;
- e. not replace or change any existing sub-processor without the Client's prior written consent;
- f. ensure that its employees are bound by an enforceable confidentiality obligation;
- g. in the event of a leak of Personal Data, inform the Client immediately, and in any event no later than 48 hours after becoming aware of the leak, and provide all necessary information to enable the Client to comply with its duty to report to the competent authorities and the Persons Concerned;
- h. support the Client in assessing the risk and impact of the intended processing activities on the protection of Personal Data;
- i. allow the Client and the competent authorities to inspect and audit the processing activities;
- j. immediately inform the Client in the event of an instruction that is contrary to the provisions of the Law;
- k. keep a register of the processing activities containing all the necessary information about the processing of Personal Data; and
- l. ensure that any sub-processors keep a record of its processing operations.

Article 8 - CLIMAX AVIATION Data Protection Officer

8.1. The CLIMAX AVIATION Data Protection Officer independently monitors the correct and legal processing of the Personal Data, including the finality and proportionality of the processing, and the completeness and correctness of these data.

8.2. For all problems, questions, and remarks regarding the processing of Personal Data in general or this Data Processing Agreement in particular, the Client may contact the CLIMAX AVIATION Data Protection Officer via the following e-mail address: maxime.wauters@climaxaviation.com.

Article 9 - Limitation of liability

The total liability of CLIMAX AVIATION, on whatever account and irrespective of its legal basis, for damage suffered resulting from or relating to the processing of Personal Data is limited as provided for in Article 14 of the CLIMAX AVIATION General Terms and Conditions.

Article 10 - Changes

10.1. CLIMAX AVIATION may change the Data Processing Agreement unilaterally. CLIMAX AVIATION shall inform the Client of these changes via an e-mail with acknowledgement of receipt or in any other electronic form.

10.2. The Client is deemed to have accepted the changes without reservation unless it makes its objection known to CLIMAX AVIATION within 30 calendar days. In that case, the Client shall have the right to terminate the Agreement free of charge as soon as the changes become effective.
