



/ General Terms & Conditions

of aerogate München GmbH for the Provision of Passenger-/ Operations Handling Services

§ 1 General

1. **aerogate** München GmbH - hereinafter referred to as aerogate - as fully-owned subsidiary of Flughafen München GmbH offers Passenger- and Operation Handling Services at Munich Airport.
2. **aerogate** can provide its services through its own staff or subcontractors. In performing the services, it shall take into account traffic requirements and the standard customary in international aviation.
3. Different general terms and conditions of the client shall not apply, even if the handler is aware of and does not object to them.
4. The parties shall assist and advise each other in carrying out the services and shall take into consideration any useful recommendations where possible.
5. The customers shall provide **aerogate** with the flight plans and changes to them, unscheduled flights and aggregations and all the necessary SITA messages as soon as possible and comprehensively so that **aerogate** is able to fulfill the services it is obliged to provide under the contractual relationship.
6. If landing of an aircraft deviates from the previously reported landing time [STA] by more than 15 minutes and this result in an overlap with handling of other aircraft, **aerogate** reserves the right to handle these other aircraft with priority.
7. If landing of an aircraft has not been registered at least 24 hours before the intended landing time and this result in an overlap with handling of other aircrafts, **aerogate** likewise reserves the right to handle these other aircrafts with priority.

§ 2 Services of aerogate

1. Regular Scope of Services
aerogate shall regularly provide the Passenger-/Operations Handling Services that are envisaged in the Directory of Services & Prices. A different regular scope of services to the standard scope can be mutually agreed by contract.



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2. Additional / Ad Hoc Services

Additional services within the meaning of our List of Services shall be all services that **aerogate** performs in addition to and differing from an existing agreement or the standard scope of services.

Passenger-/Operations Handling Services not included in the regular scope of services shall be provided at the request of the customer only if staff and equipment are available and, if they are grouped in service units in the catalogue of services, only in such units.

Ordering of additional services does not establish any right to have **aerogate** perform the requested services. Even if it accepts an order, **aerogate** reserves the right to dispose its employees, its equipment, its tools and its facilities while performing additional services. Charges for the additional services have to be paid at 100% even when the requested services were cancelled less than 24 hours prior to the performance of the services.

3. Duration of Provision of Staff and GSE

The provision of staff and GSE under § 2 section 1 and 2 for the specified services, is rendered for the duration that has been defined, respectively is necessary, however, maximum up to the point of "Off Block" of the aircraft.

4. Emergencies and Alerts

In the event of emergencies and alerts as part of the Handling Services, **aerogate** shall be authorized to take all measures it regards as being in the interests of the customer or third parties and necessary and expedient to safeguard its own interests, immediately and without prior agreement with the customer. The customer in whose area the emergency has occurred shall bear the costs of it, unless **aerogate** is responsible for the emergency.

5. Training

In general, the training has to be provided at Munich Airport. When training is performed at the Carrier's site for any reason, the costs for the training courses, teacher's fee, training material, hotel accommodation (including breakfast), per diem allowance, air tickets to the training location and the salary of the staff under the applicable training are borne by the Carrier.

Where training is provided at the Handling Agent's site / Munich Airport, the full costs of the training are borne by the Carrier.



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The allocation of manpower cost has to be mutually agreed in preparation of the training. In the event that the allocation of manpower cost has not been agreed prior to training start, man power costs involved in such training will be charged per man hour at the rate applicable for “additional manpower”.

§ 3 Charges

1. The payments for the Passenger-/Operations Handling Services from **aerogate** shall be as defined in our Directory of Services & Prices, unless another arrangement has been agreed between the parties.
2. Specific uniform payments for a plurality of services, in particular for the standard scope or the regular scope or for individual service units, shall not be reduced if the customer does not or cannot accept individual parts of the services.
3. The payments specified in Section 1 und 2 of the List of Services and the charges agreed in a handling agreement shall be increased or reduced accordingly in the cases stated in Section 4 of the Directory of Services & Prices.
4. In case of a cancellation of a flight, the charges according Section 3 of our Directory of Services & Prices will be invoiced, unless otherwise agreed between the parties. In case of a diversion to another destination, the same regulations as for a cancellation will apply. However, with attestation from the customer, **aerogate** can set off what it has saved as a result of non-performance of the services or what it has or could have procured through the utilization of resources for other purposes.
Cancellations have to be announced by the customer to the following aerogate email address: editing.aerogate@munich-airport.de or via SITA to: MUCAPXH. The registered time of receipt of the cancellation message under one of these addresses is seen as basis for charge.
5. If the customer commissions a service that is not included in the regular scope of services and that it has requested at short notice before the time it is provided, the payment as specified in Section 3 and Section 4 of our Directory of Services & Prices shall be rendered.



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6. **aerogate** reserves the right to modify the charges for its services in the event of a change in personnel costs pursuant to the law, a collective bargaining agreement or a company agreement or pursuant to other reasons. **aerogate** shall give notice of such changes at least 30 days in advance.

§ 4 Debtor

The parties owing all payments under our Directory of Services & Prices shall be, as joint and several debtors:

- a) The airline under whose code/flight the respective flight is conducted;
- b) The other airlines under whose airline code/flight number the respective flight is conducted [code sharing];
- c) The company that orders the Passenger-/Operations Handling Services without discernibly acting in the name of another; an order shall be regarded as having been formed when the company has asked **aerogate** to make out the invoice for payments to its name or its company;
- d) The aircraft holder;
- e) The natural or legal person who is using the aircraft without being the holder or owner.

§ 5 Value-added Tax

Payments or payment rates specified in our Directory of Services & Prices or elsewhere shall be net, i.e. entrepreneurs based in Germany shall pay them plus value-added tax at the applicable statutory level, unless they relate to tax-free aviation turnover in accordance with statutory requirements and these requirements are proven by the entrepreneur [Sections 4 Nos. 2 and 8 UStG [German Value-Added Tax Law]].

§ 6 Terms of Payment, Due Date, Security

1. If prepayments on the payments due or a suitable security - in particular an absolute guarantee or cash security [security agreement] - have been furnished by the debtor of the charges in the agreed extent, invoices for the regular scope of services will be issued twice per month for the periods 01st -15th, 16th to the last day of the month respectively. Invoices are payable without deduction within 10 days after date of invoice. Services in excess of the agreed scope



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of services and additional services are invoiced once per month. **aerogate** is not obliged to pay interest on a cash security or to invest it separately from its other assets. In the event of no security agreement sub-paragraph 3 shall be applicable.

2. If **aerogate** points out on an invoice that the recipient must check the invoice within a reasonable period of time and report objections to its correctness to the handler, the invoice shall be deemed to be correct and acknowledged if the recipient does not raise any objections. A reasonable period shall be one month as of the date of the invoice, unless the handler has specified a longer period of time. The general legal principles on the effects of keeping silent in commercial transactions, including within shorter periods of time, shall not be affected thereby.
3. If a security agreement does not exist, the payments incurred shall be due before each takeoff. After utilization of a delivery or service, **aerogate** can also specify that the payment for it is due immediately. **aerogate** shall then issue an invoice to the party. This invoice shall be settled in cash or by an equivalent means of payment accepted by **aerogate** [credit card, maestro card].
4. At its reasonable discretion, **aerogate** can specify that suitable and reasonable security as a safeguard for the payment claims it has or will have shall be granted to it, as well as the nature, maximum amount and other contractual provisions relating to the security, and shall modify the provisions accordingly in the event of any significant change in circumstances. This shall apply in particular if the party owing payments is repeatedly or considerably in delay in paying or if other special circumstances mean that **aerogate** has an interest in demanding security.

§ 7 Contact Persons

The point of contact responsible for billing payments, security agreements, payment transactions, etc., is the invoice department of **aerogate** München GmbH. Contact persons are specified on invoices and can otherwise be reached at jutta.doerr@munich-airport.de.



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§ 8 Liability of aerogate

Liability, compensation and indemnification obligations of the contractual parties, both to each other and to third parties, shall be based exclusively on the general provisions of German and European law and the International conventions [the Montreal Convention and the Warsaw Convention].

Art. 8 of the IATA Standard Ground Handling Agreement (SGHA) is not applicable even if **aerogate** otherwise operates in accordance with service descriptions and provisions of the SGHA.

§ 9 Final Provisions

1. The business relations between **aerogate** and the customer or other parties who owe payments shall be subject to German substantive law. The place of performance of the **aerogate's** service obligations and each party owing payment shall be exclusively Munich Airport.
2. The place of jurisdiction for **aerogate** and each party who owes payments in the event of disputes arising from this contractual relationship relating to Passenger-/Operations Handling Services shall be determined solely on the basis of said place of performance.
3. If part of these business terms and conditions are invalid, the rest of them shall not be affected thereby.
4. The authoritative version of these business terms and conditions is the German one. Translations of it in other languages are for informational purposes only.