

## Price List for Aircraft De-/Anti-Icing

**(ONLY Cash payment / Cash equivalent customers)**

Effective as of 1 October 2018 to 30 September 2019



### Content

1	Company portrait .....	Page	2
2	Aircraft de-/anti-icing services .....	Page	3
3	Appendix .....	Page	6

## 1 Company portrait

EFM – Gesellschaft für Enteisen und Flugzeugschleppen am Flughafen München mbH was jointly formed by Lufthansa and Munich Airport (FMG) in 1992. Our ground services for aircraft include towing and pushback as well as de-icing and air conditioning. In addition we offer training, consultation and technical support in towing and de-icing.



EFM employs about 170 people, including 150 tractor drivers and de-icing staff. Currently EFM operates a fleet of 30 towing tractors of all sizes and 26 de-icing vehicles for one-man operation. For air conditioning we provide two air-conditioning vehicles and four heating units. Each year, we carry out up to 230.000 towing and pushback operations and up to 15.000 de-icing operations depending on weather conditions.



If you have any questions concerning our services please do not hesitate to contact us.

EFM – Gesellschaft für Enteisen und Flugzeug-  
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## 2 Aircraft de-/anti-icing services

For customers paying cash or with credit-card a lump sum will become due, depending on the type and icing conditions (frost or precipitation) of the aircraft.

Flughafen München GmbH is authorized to invoice and collect the fees for aircraft de- and anti-icing services at Munich Airport on behalf of and by order of EFM – Gesellschaft für Enteisungen und Flugzeugschleppen am Flughafen München mbH.

The payment conditions of Flughafen München GmbH will apply. For this purpose numeral 3.6 of our Standard Conditions for Aircraft De-/Anti-Icing Services at Munich Airport is invalid.

Type	Frost (EUR)	Light Precipitation (EUR)	Moderate Precipitation (EUR)
A124	18.859,00	25.539,00	37.245,00
A148	3.142,00	4.255,00	6.206,00
A306	9.029,00	12.227,00	17.832,00
A30B	9.029,00	12.227,00	17.832,00
A310	7.625,00	10.326,00	15.059,00
A318	3.999,00	5.415,00	7.897,00
A18N	4.200,00	5.687,00	8.294,00
A318 W	4.200,00	5.687,00	8.294,00
A319	4.296,00	5.818,00	8.485,00
A19N	4.505,00	6.101,00	8.897,00
A319 W	4.505,00	6.101,00	8.897,00
A320	4.769,00	6.459,00	9.419,00
A20N	5.011,00	6.787,00	9.897,00
A320 W	5.011,00	6.787,00	9.897,00
A321	5.648,00	7.649,00	11.155,00
A21N	5.931,00	8.032,00	11.714,00
A321 W	5.931,00	8.032,00	11.714,00
A332	13.248,00	17.940,00	26.163,00
A333	14.291,00	19.352,00	28.222,00
A342	13.334,00	18.056,00	26.332,00
A343	14.291,00	19.352,00	28.222,00
A345	16.056,00	21.743,00	31.708,00
A346	17.154,00	23.230,00	33.877,00
A350	17.928,00	24.279,00	35.406,00
A351	17.813,00	24.122,00	35.178,00
A358	14.596,00	19.766,00	28.825,00
A359	16.126,00	21.838,00	31.847,00
A35K	17.787,00	24.087,00	35.127,00
A388	21.720,00	29.414,00	42.895,00
A3ST	9.375,00	12.696,00	18.516,00
AC90	755,00	1.023,00	1.492,00
AC95	778,00	1.053,00	1.536,00
AEST	610,00	826,00	1.205,00
AN12	4.684,00	6.343,00	9.250,00
AN26	2.587,00	3.504,00	5.110,00
AN28	1.076,00	1.457,00	2.125,00
AN72	3.332,00	4.512,00	6.581,00

Type	Frost (EUR)	Light Precipitation (EUR)	Moderate Precipitation (EUR)
ASTR	1.050,00	1.421,00	2.073,00
AT43	2.079,00	2.815,00	4.106,00
AT45	2.074,00	2.808,00	4.095,00
AT72	2.736,00	3.706,00	5.404,00
ATP	2.963,00	4.013,00	5.853,00
B190	1.091,00	1.477,00	2.154,00
B350	930,00	1.260,00	1.838,00
B37M	4.754,00	6.439,00	9.390,00
B38M	5.045,00	6.832,00	9.963,00
B39M	5.637,00	7.634,00	11.133,00
B461	2.558,00	3.464,00	5.051,00
B462	2.800,00	3.791,00	5.529,00
B463	3.038,00	4.114,00	6.000,00
B701	6.553,00	8.874,00	12.942,00
B703	7.704,00	10.432,00	15.214,00
B712	4.006,00	5.425,00	7.912,00
B721	4.974,00	6.736,00	9.824,00
B722	5.149,00	6.973,00	10.169,00
B732	3.224,00	4.366,00	6.368,00
B733	3.593,00	4.865,00	7.096,00
B733 W	3.697,00	5.007,00	7.301,00
B734	3.917,00	5.304,00	7.735,00
B735	3.243,00	4.391,00	6.404,00
B735 W	3.347,00	4.533,00	6.610,00
B736	3.984,00	5.395,00	7.868,00
B737	4.293,00	5.813,00	8.478,00
B37M	5.045,00	6.832,00	9.963,00
B737 W	4.492,00	6.083,00	8.871,00
B738	5.045,00	6.832,00	9.963,00
B738 W	5.280,00	7.150,00	10.427,00
B38M	5.045,00	6.832,00	9.963,00
B739	5.376,00	7.281,00	10.618,00
B739 W	5.596,00	7.578,00	11.052,00
B39M	5.637,00	7.634,00	11.133,00
B742	15.691,00	21.248,00	30.987,00
B743	15.691,00	21.248,00	30.987,00
B744	16.953,00	22.958,00	33.480,00

Type		Frost (EUR)	Light Precipitation (EUR)	Moderate Precipitation (EUR)
B74S		12.503,00	16.932,00	24.692,00
B748		19.463,00	26.356,00	38.436,00
B752		6.706,00	9.081,00	13.243,00
B752	W	7.048,00	9.545,00	13.920,00
B753		7.711,00	10.442,00	15.229,00
B762		8.593,00	11.637,00	16.971,00
B763		9.729,00	13.175,00	19.214,00
B763	W	10.139,00	13.730,00	20.023,00
B764		11.881,00	16.090,00	23.464,00
B772		14.458,00	19.579,00	28.553,00
B773		16.581,00	22.453,00	32.744,00
B77L		15.367,00	20.809,00	30.347,00
B77W		17.832,00	24.148,00	35.215,00
B788		12.689,00	17.184,00	25.060,00
B789		14.052,00	19.029,00	27.751,00
B78X		15.285,00	20.699,00	30.185,00
BC85		2.114,00	2.864,00	4.176,00
BE10		633,00	857,00	1.250,00
BE20		834,00	1.129,00	1.647,00
BE30		826,00	1.119,00	1.632,00
BE40		733,00	993,00	1.448,00
BE55		353,00	479,00	698,00
BE58		364,00	494,00	720,00
BE60		457,00	620,00	904,00
BE99		718,00	973,00	1.419,00
BE9L		618,00	837,00	1.220,00
BE9T		618,00	837,00	1.220,00
C130		5.175,00	7.008,00	10.221,00
C135		6.166,00	8.350,00	12.177,00
C160		4.825,00	6.534,00	9.530,00
C17		10.217,00	13.836,00	20.177,00
C20		2.234,00	3.025,00	4.412,00
C208		673,00	912,00	1.330,00
C25A		800,00	1.084,00	1.580,00
C25B		923,00	1.250,00	1.823,00
C25C		938,00	1.270,00	1.853,00
C25M		696,00	942,00	1.375,00
C27J		2.424,00	3.282,00	4.787,00
C30J		4.483,00	6.071,00	8.853,00
C303		409,00	554,00	808,00
C310		405,00	549,00	801,00
C337		390,00	529,00	772,00
C340		450,00	610,00	889,00
C402		554,00	751,00	1.095,00
C404		633,00	857,00	1.250,00
C414		554,00	751,00	1.095,00
C421		513,00	695,00	1.014,00
C425		547,00	741,00	1.080,00
C441		662,00	897,00	1.308,00
C500		655,00	887,00	1.294,00
C501		707,00	958,00	1.397,00
C510		603,00	816,00	1.191,00
C525		692,00	937,00	1.367,00
C550		852,00	1.154,00	1.683,00
C551		852,00	1.154,00	1.683,00

Type		Frost (EUR)	Light Precipitation (EUR)	Moderate Precipitation (EUR)
C55B		852,00	1.154,00	1.683,00
C560		882,00	1.195,00	1.742,00
C56X		1.023,00	1.386,00	2.022,00
C650		1.038,00	1.406,00	2.051,00
C680		1.388,00	1.880,00	2.742,00
C68A		1.563,00	2.117,00	3.088,00
C700		1.694,00	2.294,00	3.345,00
C750		1.597,00	2.163,00	3.154,00
C9		3.846,00	5.208,00	7.596,00
CL30		1.515,00	2.052,00	2.992,00
CL35		1.634,00	2.213,00	3.228,00
CL60		1.467,00	1.986,00	2.897,00
CN35		2.055,00	2.783,00	4.059,00
CRJ1		2.114,00	2.864,00	4.176,00
CRJ2		2.114,00	2.864,00	4.176,00
CRJ7		2.815,00	3.812,00	5.559,00
CRJ9		3.150,00	4.265,00	6.221,00
D228		1.050,00	1.422,00	2.075,00
D328		1.660,00	2.248,00	3.279,00
DC10	30	10.474,00	14.184,00	20.685,00
DC3		2.133,00	2.889,00	4.213,00
DC3S		2.126,00	2.879,00	4.198,00
DC6		4.289,00	5.808,00	8.471,00
DC86	3	9.640,00	13.054,00	19.038,00
DC93		3.853,00	5.218,00	7.610,00
DH8A		2.144,00	2.904,00	4.235,00
DH8C		2.625,00	3.554,00	5.184,00
DH8D		3.474,00	4.704,00	6.860,00
DHC6		1.161,00	1.573,00	2.294,00
DHC7		2.602,00	3.524,00	5.140,00
DO28		659,00	892,00	1.301,00
E120		1.474,00	1.996,00	2.911,00
E121		640,00	867,00	1.264,00
E135		1.966,00	2.662,00	3.882,00
E145		2.219,00	3.005,00	4.382,00
E170		2.894,00	3.919,00	5.716,00
E175		3.068,00	4.154,00	6.059,00
E75S		2.893,00	3.917,00	5.713,00
E190		3.875,00	5.248,00	7.653,00
E195		4.133,00	5.597,00	8.162,00
E35L		2.085,00	2.823,00	4.117,00
E3TF		7.707,00	10.437,00	15.221,00
E50P		569,00	771,00	1.125,00
E545		1.549,00	2.097,00	3.059,00
E550		1.549,00	2.097,00	3.059,00
E55P		934,00	1.265,00	1.845,00
EA50		439,00	595,00	867,00
F100		3.716,00	5.032,00	7.338,00
F27		2.721,00	3.685,00	5.375,00
F2TH		1.392,00	1.885,00	2.750,00
F406		666,00	902,00	1.316,00
F50		2.733,00	3.701,00	5.397,00
F60		2.733,00	3.701,00	5.397,00
F70		3.232,00	4.376,00	6.382,00
F900		1.455,00	1.971,00	2.875,00

Type	Frost (EUR)	Light Precipitation (EUR)	Moderate Precipitation (EUR)
FA10	678,00	918,00	1.338,00
FA20	1.043,00	1.413,00	2.061,00
FA50	1.308,00	1.772,00	2.585,00
FA7X	2.252,00	3.050,00	4.448,00
FA8X	2.394,00	3.242,00	4.728,00
G100	1.057,00	1.431,00	2.087,00
G150	1.050,00	1.421,00	2.073,00
G200	1.251,00	1.694,00	2.470,00
G280	1.448,00	1.961,00	2.860,00
GALX	1.251,00	1.694,00	2.470,00
GL5T	3.232,00	4.376,00	6.382,00
GLEX	3.239,00	4.386,00	6.397,00
GLF2	1.907,00	2.583,00	3.767,00
GLF3	2.232,00	3.023,00	4.409,00
GLF4	2.382,00	3.226,00	4.705,00
GLF5	3.042,00	4.120,00	6.008,00
GLF6	3.436,00	4.654,00	6.787,00
H25A	778,00	1.053,00	1.536,00
H25B	964,00	1.305,00	1.904,00
H25C	964,00	1.305,00	1.904,00
HA4T	1.478,00	2.001,00	2.919,00
IL62	8.545,00	11.572,00	16.876,00
IL76	8.757,00	11.859,00	17.295,00
IL96	14.298,00	19.362,00	28.237,00
IL96 T	14.309,00	19.377,00	28.259,00
J328	1.660,00	2.248,00	3.279,00
JS31	848,00	1.149,00	1.676,00
JS32	848,00	1.149,00	1.676,00
JS41	1.310,00	1.774,00	2.588,00
JU52	2.059,00	2.788,00	4.066,00
L101 500	9.334,00	12.641,00	18.435,00
L101	10.109,00	13.690,00	19.964,00
L410	886,00	1.200,00	1.750,00
LJ31	737,00	998,00	1.455,00
LJ35	659,00	892,00	1.301,00
LJ36	655,00	887,00	1.294,00
LJ40	919,00	1.245,00	1.816,00
LJ45	960,00	1.300,00	1.897,00
LJ55	837,00	1.134,00	1.654,00
LJ60	889,00	1.205,00	1.757,00
LJ70	979,00	1.326,00	1.933,00
LJ75	1.020,00	1.381,00	2.014,00
LJ85	1.452,00	1.966,00	2.867,00
MD11	11.796,00	15.974,00	23.295,00

Type	Frost (EUR)	Light Precipitation (EUR)	Moderate Precipitation (EUR)
MD80	5.518,00	7.472,00	10.897,00
MD81	5.518,00	7.472,00	10.897,00
MD82	5.518,00	7.472,00	10.897,00
MD83	5.518,00	7.472,00	10.897,00
MD87	4.866,00	6.590,00	9.610,00
MD88	5.518,00	7.472,00	10.897,00
MD90	5.693,00	7.709,00	11.243,00
MU2	532,00	721,00	1.051,00
MU30	729,00	988,00	1.441,00
P180	752,00	1.018,00	1.485,00
P46T	424,00	574,00	838,00
P68	428,00	579,00	845,00
P68T	428,00	579,00	845,00
PA23	398,00	539,00	786,00
PA31	457,00	620,00	904,00
PA34	368,00	499,00	727,00
PA42	718,00	973,00	1.419,00
PA46	424,00	574,00	838,00
PAY1	714,00	968,00	1.411,00
PAY2	536,00	726,00	1.058,00
PAY3	718,00	973,00	1.419,00
PAY4	718,00	973,00	1.419,00
PC12	722,00	978,00	1.426,00
PRM1	707,00	958,00	1.397,00
RJ1H	3.038,00	4.114,00	6.000,00
RJ70	2.815,00	3.812,00	5.559,00
RJ85	2.800,00	3.791,00	5.529,00
S601	655,00	887,00	1.294,00
SB20	2.513,00	3.403,00	4.963,00
SBR1	673,00	912,00	1.330,00
SF34	1.575,00	2.132,00	3.110,00
SW2	633,00	857,00	1.250,00
SW3	949,00	1.285,00	1.875,00
SW4	1.169,00	1.583,00	2.308,00
T134	4.073,00	5.516,00	8.044,00
T154	6.694,00	9.066,00	13.221,00
T204 100	7.506,00	10.165,00	14.824,00
T204 300	6.285,00	8.511,00	12.412,00
TBM7	502,00	680,00	992,00
TBM8	502,00	680,00	992,00
VC10	8.675,00	11.748,00	17.133,00
WW24	808,00	1.094,00	1.595,00
YK40	1.895,00	2.566,00	3.742,00
YK42	4.725,00	6.398,00	9.331,00

If A/C type is not listed above the following prices apply:

Length x Wing-spread smaller or equal to	Frost [EUR]	Light Precipitation [EUR]	Moderate Precipitation [EUR]
100 qm	380,00	510,00	740,00
150 qm	570,00	765,00	1.110,00
200 qm	760,00	1.020,00	1.480,00
250 qm	950,00	1.275,00	1.850,00
500 qm	1.900,00	2.550,00	3.700,00
750 qm	2.850,00	3.825,00	5.550,00
1000 qm	3.800,00	5.100,00	7.400,00
1250 qm	4.750,00	6.375,00	9.250,00
1500 qm	5.700,00	7.650,00	11.100,00
1750 qm	6.650,00	8.925,00	12.950,00
2000 qm	7.600,00	10.200,00	14.800,00
2250 qm	8.550,00	11.475,00	16.650,00
2500 qm	9.500,00	12.750,00	18.500,00
2750 qm	10.450,00	14.025,00	20.350,00
3000 qm	11.400,00	15.300,00	22.200,00
3250 qm	12.350,00	16.575,00	24.050,00
3500 qm	13.300,00	17.850,00	25.900,00
3750 qm	14.250,00	19.125,00	27.750,00
4000 qm	15.200,00	20.400,00	29.600,00
4250 qm	16.150,00	21.675,00	31.450,00
4500 qm	17.100,00	22.950,00	33.300,00
4750 qm	18.050,00	24.225,00	35.150,00
5000 qm	19.000,00	25.500,00	37.000,00
5250 qm	19.950,00	26.775,00	38.850,00
5500 qm	20.900,00	28.050,00	40.700,00
5750 qm	21.850,00	29.325,00	42.550,00
6000 qm	22.800,00	30.600,00	44.400,00
6250 qm	23.750,00	31.875,00	46.250,00
6500 qm	24.700,00	33.150,00	48.100,00

### 3 Appendix

- Allgemeine Geschäftsbedingungen für Flugzeugschleppen und sonstige Dienstleistungen, durchgeführt von der EFM – Gesellschaft für Enteisen und Flugzeugschleppen am Flughafen München mbH als Auftragnehmer (AGB)/Standard Terms of Aircraft Towing and Other Services performed by EFM - Gesellschaft für Enteisen und Flugzeugschleppen am Flughafen München mbH as the Handling Company.
- Standard Conditions for Aircraft De-/Anti-Icing Services at Munich Airport.

**ALLGEMEINE GESCHÄFTSBEDINGUNGEN FÜR FLUGZEUGSCHLEPPEN UND SONSTIGE DIENSTLEISTUNGEN, durchgeführt von der EFM - Gesellschaft für Enteisen und Flugzeugschleppen am Flughafen München mbH als Auftragnehmer**

**STANDARD TERMS OF AIRCRAFT TOWING AND OTHER SERVICES performed by EFM - Gesellschaft für Enteisen und Flugzeugschleppen am Flughafen München mbH as the Handling Company**

**1. Durchführung von Flugzeugschlepps und anderen Leistungen**

- 1.1. Auf Veranlassung des Auftraggebers führt EFM Flugzeugenteisungen, Flugzeugschlepps und andere, umseitig spezifizierte Leistungen durch.
- 1.2. Die Durchführung von Flugzeugschlepps richtet sich nach Teil I, Abschnitt 2.3. der Flughafenbenutzungsordnung.
- 1.3. Die Durchführung von Flugzeugenteisungen richtet sich nach Teil II, Abschnitte 2.5.5 und 2.8 der Flughafenbenutzungsordnung und erfolgt unter Beachtung der weltweiten Standards für Flugzeugenteisungen gemäß ICAO/IATA/SAE AS 6286. Die eingesetzten Enteisungsflüssigkeiten entsprechen den internationalen Standards SAE AMS 1424 bzw. 1428.
- 1.4. Der „After Anti-Icing Check“ wird grundsätzlich als visuelle Kontrolle durchgeführt. Andere Überprüfungsmethoden (z.B. „hands-on“) werden nur auf ausdrücklichen Wunsch des Auftraggebers angewendet.
- 1.5. Sofern nicht schriftlich anders vereinbart, findet die am Tag der Leistungserbringung gültige Preisliste der EFM Anwendung. Sonn- und Feiertagszuschläge werden nicht erhoben.

**2. Voraussetzungen der Leistungserbringung**

- 2.1. EFM ist nur verpflichtet, bestellte Leistungen im Rahmen ihrer Möglichkeiten zu erbringen.
- 2.2. EFM wird von der Verpflichtung zur Leistung frei, wenn sie dem Auftraggeber unverzüglich mitteilt, dass sie aus einem der folgenden Gründe zur Leistungserbringung nicht in der Lage ist:
  - arbeitsrechtliche Auseinandersetzungen, die Streiks und sonstige Arbeitsniederlegungen einschließen oder
  - höhere Gewalt oder andere Ursachen, die für EFM nicht beeinflussbar sind.

**3. Zahlungsbedingungen**

- 3.1. Die Rechnungslegung kann durch EFM, ein von dieser beauftragtes Inkassobüro oder die Flughafen München GmbH erfolgen.
- 3.2. Der gesamte Rechnungsbetrag wird mit Erhalt der Rechnung fällig und ist sofort und ohne Abzüge zahlbar. Der Auftraggeber gerät in Verzug, wenn er fällige Zahlungen nicht spätestens 14 Tage nach Zugang der Rechnung oder einer gleichwertigen Zahlungsaufforderung begleicht. Ist der Auftraggeber mit der Zahlung in Verzug, so werden Verzugszinsen fällig, deren Höhe sich nach § 288 Abs. 2 BGB richtet.
- 3.3. Beschwerden sind spätestens 30 Tage nach Rechnungslegung in schriftlicher Form mitzuteilen. Nach ungenutztem Verstreichen dieser Frist gilt die Rechnung als uneingeschränkt genehmigt durch den Auftraggeber.
- 3.4. EFM ist berechtigt, Vorauszahlungen bis zur vollen Höhe des voraussichtlichen Rechnungsbetrages zu verlangen. Diese sind vor Leistungserbringung zu bewirken. Überzahlungen werden erstattet, Unterzahlungen werden nachberechnet.
- 3.5. Sofern schriftlich nicht anders vereinbart, sind Zahlungen ausschließlich in EURO (€) und auf eines der in der Rechnung angegebenen Bankkonten zu leisten.
- 3.6. Der Auftraggeber ist zur Aufrechnung mit eigenen Forderungen oder zur Geltendmachung von Zurückbehaltungsrechten nicht berechtigt, soweit solche Ansprüche nicht von EFM anerkannt oder von einem zuständigen Gericht rechtskräftig festgestellt wurden.

**4. Haftung und Schadenersatz**

- 4.1. Bei fahrlässig verursachten Sach- und Vermögensschäden haften EFM und ihre Erfüllungsgehilfen nur bei Verletzung einer wesentlichen Vertragspflicht, jedoch beschränkt auf die bei Vertragsschluss vorhersehbaren und vertragstypischen Schäden; wesentliche Vertragspflichten sind solche, durch deren Erfüllung der Vertrag geprägt ist und auf deren Einhaltung der Auftraggeber regelmäßig vertraut und vertrauen darf. Im Falle einer Flugzeugbeschädigung haftet EFM auch für vorhersehbare und vertragstypische Schäden nur in der Höhe, in der vom Auftraggeber oder vom Flugzeugeigentümer keine Leistungen aus einer ggf. für das Flugzeug bestehenden Sachversicherung beansprucht werden können.
- 4.2. Unter den gleichen Voraussetzungen und im selben Umfang werden EFM, ihre Mitarbeiter und sonstigen Erfüllungsgehilfen durch den Auftraggeber auch von jeglichen Ansprüchen Dritter freigestellt, die im Zusammenhang mit der umseitig beschriebenen Leistung geltend gemacht werden.
- 4.3. Datenschutzrechtliche Anspruchsgrundlagen werden von den vorstehenden Haftungsbeschränkungen nicht erfasst.

**5. Allgemeine Bestimmungen**

- 5.1. Gerichtsstand für alle aus diesem Vertrag entstehenden Ansprüche und Streitigkeiten ist München, Bundesrepublik Deutschland.
- 5.2. Für Anwendung, Beurteilung und Auslegung dieses Vertrags und alle daraus entstehenden Streitigkeiten und Ansprüche gilt das Recht der Bundesrepublik Deutschland.

**6. Anwendbarkeit und Teilnichtigkeit**

- 6.1. Diese Allgemeinen Geschäftsbedingungen der EFM sind auf alle umseitig beschriebenen Leistungen uneingeschränkt anwendbar und gehen jeglichen beim Auftraggeber bestehenden Regelungen vor. Vom Auftraggeber verwendete Allgemeine Geschäftsbedingungen finden keine Anwendung.
- 6.2. Sollten einzelne Bestimmungen dieses Vertrags oder Teile solcher Bestimmungen unwirksam sein, so bleiben die übrigen Bestimmungen, die gültigen Teile einzelner Bestimmungen und der Vertrag selbst hiervon unberührt.

**1. Aircraft towing and other services**

- 1.1. At the Principal's request, EFM carries out aircraft de-icing, aircraft towing and other services specified on the reverse side.
- 1.2. Aircraft towing is carried out in accordance with Part I, Section 2.3 of the Airport User Regulations.
- 1.3. Aircraft de-icing is carried out in accordance with Part II, Sections 2.5.5 and 2.8 of the Airport User Regulations and in compliance with the global aircraft de-icing standards pursuant to ICAO/IATA/SAE AS 6286. The de-icing fluids comply with the international standards SAE AMS 1424 and 1428.
- 1.4. In general, the post-deicing check is carried out as a visual check. Other methods (e.g. "hands-on") are applied only at the express request of the Principal.
- 1.5. Unless otherwise agreed in writing, EFM's price list in effect on the day of the service shall apply. There are no surcharges for Sunday or holiday services.

**2. Requirements for performance of services**

- 2.1. EFM is obliged to provide ordered services only to the best of its ability.
- 2.2. EFM is exempt from the obligation to provide services if it informs the Principal without delay that services cannot be provided for one of the following reasons:
  - labor conflicts, including strikes or other stoppages or
  - *force majeure* or other causes beyond EFM's control.

**3. Terms of payment**

- 3.1. The invoice can be issued by EFM, a collection agency acting on its behalf, or Flughafen München GmbH.
- 3.2. The full invoiced amount is due on receipt and shall be paid immediately without deductions. The Principal will be in arrears if payable amounts are not settled within 14 days of the receipt of the invoice or an equivalent request for payment. If the Principal is in arrears with the payment, then interest on arrears will be payable in accordance with Section 288 Par. 2 of the German Civil Code (BGB).
- 3.3. Any complaints must be submitted in writing within 30 days of invoicing. After the expiry of this deadline without submission of a complaint, the invoice will be deemed to be accepted by the Principal without qualification.
- 3.4. The Contract is authorized to demand advance payments up to the expected amount of the invoice. These payments must be made before services are provided. Excess payments will be reimbursed and negative differences will be subsequently invoiced.
- 3.5. Unless otherwise agreed in writing, payments must be made exclusively in euros (€) into one of the bank accounts indicated on the invoice.
- 3.6. The Principal is not authorized to offset invoiced amounts against its own claims or to assert the right to withhold payments unless such claims are recognized by EFM or by a court in a final ruling.

**4. Liability and compensation for damages**

- 4.1. In case of negligent damage to property or assets, EFM and its agents are liable only in case of a breach of a material contractual duty; liability in such cases is limited to foreseeable damages typical of the contractual relationship; material contractual duties are those that are integral to the Contract and which the Principal generally relies on and trusts EFM to perform. In case of damage to an aircraft, EFM is liable – even in case of foreseeable damages typical of the contractual relationship – only to the extent that the damage cannot be covered through claims by the Principal or the aircraft owner under property insurance coverage for the aircraft, if such coverage exists.
- 4.2. Under the same conditions and to the same extent, the Principal shall hold EFM, its employees and other agents harmless from any third-party claims asserted in connection with the services described on the reverse side.
- 4.3. Circumstances pertaining to claims under data protection laws are not covered by the above limitations on liability.

**5. General provisions**

- 5.1. The place of jurisdiction for any and all claims and disputes arising from this Contract is Munich in the Federal Republic of Germany.
- 5.2. For the application, assessment and interpretation of this Contract and all claims and disputes arising from it, the laws of the Federal Republic of Germany shall apply.

**6. Applicability and partial invalidity**

- 6.1. The above General Terms and Conditions of EFM are applicable to all services described on the reverse side and take precedence over any regulations of the Principal that may exist. General terms and conditions used by the Principal do not apply.
- 6.2. If individual provisions of this Contract or parts of such provisions prove ineffective, this shall have no effect on other provisions, the valid parts of individual provisions or the Contract itself.

**Standard Conditions for Aircraft De-/Anti-Icing Services at Munich Airport performed by EFM - Gesellschaft für Enteisen und Flugzeugschleppen am Flughafen München mbH - (Aircraft De-icing and Towing at Munich Airport), 85356 Munich Airport, RGS 5, Apron East**

(hereinafter referred to as „The Handling Company“)

**1 Provision of De-/Anti-Icing Services**

- 1.1 The Handling Company shall perform de-/anti-icing services for the Carrier on special de-icing areas at Munich Airport according to the „Flughafenbenutzungsordnung“ (User Regulations of Munich Airport) part II, section 2.5.5 with appendix „Central Infrastructure Facilities“ and section 2.8.
- 1.2 Unless otherwise agreed in writing, Handling Company's price list for De-icing at Munich-Airport („Non-Cold“) valid at the time of performance of work shall apply. No extra charges shall be made to the Carrier for providing de-/anti-icing services on Sundays or on public holidays.

**2 Standard of Work**

- 2.1 Aircraft de-/anti-icing services shall be made available within the bounds of possibilities of the EFM. Services to be performed are in accordance with Part II, Sections 2.5.5 and 2.8 of the Airport User Regulations and in compliance with the global aircraft de-icing standards pursuant to ICAO/IATA/SAE AS 6286. The de-icing fluids comply with the international standards SAE AMS 1424 and 1428.
- ICAO/IATA/SAE AS 6286 does not specify requirements for particular aeroplane model types. Particular airline or aircraft manufacturer published manuals, procedures or methods supplement the information contained in this International Standard. This additional information shall be provided by the Carrier.
- Regarding the aircraft related limits, the application of de-/anti-icing fluid shall be in accordance with the guidelines of the airframe/engine manufacturers. These guidelines shall be provided by the Carrier.
- 2.2 The after anti-icing check will be performed by visual inspection only and is excluding any inspection by touch. If any other inspections than visual become essential these must be initiated by the Carrier.
- 2.3 The Handling Company shall be exempt from obligation, if prompt notification is given, in respect of any failure to perform its obligations under these Conditions arising from
- labour disputes involving complete or partial stoppage of work or delay in the performance of work; or
  - force majeure or any other cause beyond control of the Handling Company.
- 2.4 Sequence for de-/anti-icing services is given by Air Traffic Control and cannot be influenced by the Handling Company.

**3 Payments**

- 3.1 The total amount invoiced for the services is due and immediately payable without any deduction upon submission of the invoice. If the Carrier is in default with the payment the Handling Company may, after a formal notice, demand and the Carrier agrees to pay interest at an annual rate of three (3) per cent above the discount rate of the German Federal Reserve Bank from due date.
- 3.2 Complaints regarding invoices must be made in writing not later than thirty (30) days after the invoice has been submitted (term of preclusion).
- 3.3 The Handling Company is entitled to demand advance payment up to the full estimated amount to be invoiced. Advance payments shall be effected before the redelivery of the subject matter. Over-collections will be refunded, under-collections will be invoiced.
- 3.4 Unless otherwise agreed upon in writing, payments must be made in Euro to one of the bank accounts stated on the invoice.
- 3.5 The Carrier is not entitled to set off any claims against the Handling Company's claims nor to claim a right of retention, unless such rights are acknowledged by the Handling Company or by the final decision of a competent court.
- 3.6 Settlement of invoices shall be effected through Flughafen München Gesellschaft (FMG), unless otherwise agreed between the Carrier and the Handling Company. Invoices may be settled by a collection agency on behalf of EFM.

**4 Liability and Indemnity**

- 4.1 The Handling Company, its personnel and its subcontractors shall not be liable towards the Carrier, except in cases of wilful misconduct or gross negligence of the Handling Company. This release by the Carrier includes any damage to or loss of property including any aircraft as well as bodily injury or death or other damages sustained by the Carrier.
- This provision shall apply for any such liabilities arising in any way in connection with the performance of work by the Handling Company or its subcontractors.
- 4.2 The Carrier shall indemnify and hold harmless the Handling Company, its personnel and its subcontractors from any and all liabilities of any third party arising in any way in connection with these standard conditions during or after the performance of work by the Handling Company.
- This indemnification shall not apply in cases of proven wilful misconduct or gross negligence of the Handling Company.
- These claims and liabilities include costs and expenses incident thereto as well as consequential damages.

**5 General**

- 5.1 The exclusive place of jurisdiction for any legal actions that should arise out of or in connection with these standard conditions shall be Munich.
- 5.2 The law of the Federal Republic of Germany shall apply.

**6 Partial Nullity**

In case of partial nullity of these conditions, both parties agree that such part or parts thereof which are not null shall remain in force.

**7 Duration and Termination**

The above-stated terms and conditions of the Handling Company are exclusive and take precedence over the terms and conditions of any other document of the Carrier concerning the services performed hereunder. General terms used by the Carrier cannot be applied.