

Meet and Assist Service (MAAS) at Munich Airport

General Terms and Conditions

Flughafen München GmbH (FMG) Nordallee 25 85326 Munich

Terminal and passenger services

Meet and Assist Service Tel.: +49 89 975-2 13 66 Fax: +49 89 975-6 05 38 meetandassist@munich-airport.de

1. General provisions

- 1.1 As the operating company of Munich Airport, Flughafen München GmbH referred to below as FMG or "we" offers the "Meet and Assist" service [MAAS] in accordance with the corresponding service descriptions and fees to provide special support and service to passengers when arriving, departing or catching a connecting flight. In addition to the "Meet and Assist" Service passengers can book, by request and charge, the use of the Europe or Atlantik lounge. The service provided is subject to these Terms and Conditions. Any terms and conditions stipulated by the customer are not applicable even if we are aware of them and do not expressly reject them.
- 1.2 Services for passengers with limited mobility are generally provided by the PRM service. [For more information visit the airport website at www.munich-airport.de]. These Terms and Conditions do not apply to the PRM service.
- 1.3 The MAAS service cannot be used to obtain an exemption from mandatory official measures in the passenger handling process such as passenger screening, passport control or clearing customs.
- 1.4 We collect, store and process data related to your person, bank accounts etc. for administrative and billing purposes. Please make regular checks of the data indicated by us on invoices etc. for accuracy and inform us of any discrepancies or changes.

2. Orders, changes

To request a MAAS service please complete our request form in full, sign it and send it scanned image or alternatively by regular mail or as a facsimile to the above-named contacts. You can also request the service online. The form for printout is available on our website at:

http://www.munich-airport.de/en/consumer/aufenthalt_trans/meet_service/index.jsp

- 2.1 Please request the service as well in advance as possible, giving at least 24 hours' (prior to the time at which the service is to begin, based on the departure or arrival time of the passenger[s] requiring the service.
- 2.2 For purposes of the contractual arrangements, our principal and contractual partner is the person designated as such in the request for services. The request is binding for the principal as soon as we receive it. A request becomes a binding order for us only when we have sent confirmation to the principal. Even when the request is sent within the time periods stated in 2.2, the service is still subject to availability of resources and therefore can't be guaranteed as a given standard. If we do not confirm your request within a deadline that is reasonable for you, the request is no longer binding; we do not recognize any rights or claims on your part, including any performance claims.
- 2.3 Please be sure to inform us without delay of any change in the requested services (such as changes in arrival or departures times, number of persons). The changes will not be binding for us until we confirm the amended order.

3. Cancellation / non-acceptance of services

- 3.1 In case of the cancellation or non-utilization of a MAAS service for which we have issued a binding confirmation, we are entitled to charge the agreed or customary fee; we will deduct any cost savings resulting from the cancellation or non-utilization of services or alternate uses of our staff or material resources (or our malicious failure to take advantage of such alternative uses), provided that these savings are documented by you (partial remuneration).
- 3.2 The charges sited in the respective actual handling request form/pricelist denominate the adequate fee or part of it, unless you can provide documentation for a lower charge.

4. Meeting point and meeting time – no-shows

4.1 Our personnel will make themselves identifiable at the arranged meeting point with signs etc. The passengers being met and assisted must also identify themselves to our personnel and ensure that the person with

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whom they make contact is actually one of our employees. Please be sure to inform the passenger(s) accordingly.

- 4.2 When booking MAAS departure services, please specify a meeting time. Unless otherwise arranged we make the MAAS Service available 120 minutes prior to the scheduled departure time. The MAAS Service will remain at the arranged meeting place for 20 minutes after the arranged time. We must be notified of any delay of the quests within that time.
- 4.3 If our service is not utilized even unintentionally within the waiting periods, we can charge for non-acceptance of our services [Item 3 above].

5. Terms of payment

5.1 All indicated amounts are net of VAT, which is charged at the current statutory rate. We are entitled to declare full or partial payment to be due in advance. Otherwise our invoices are payable within 10 days of the invoice date. We reserve the right to obtain credit card details in advance when services are requested and to check credit card authorization as a precaution. Additional costs resulting from settlement problems with non-cash payments (rejected direct debit, etc.) must be reimbursed to us, notwithstanding any additional claims to compensation.

6. Additional services

6.1 On request we can agree to provide or arrange special services not included in the regular MAAS service. Special services are provided at an additional charge.

6.2 Porter service

The porter service (baggage transport on a trolley) is exclusively offered and carried out at Munich Airport by the Freie Dienstmännervereinigung. When porter service is requested we only provide the contact data, (phone and fax number). The contact, the charge for this service and cash payment or invoicing are arranged separately under the business relationship between the customer and Freie Dienstmännervereinigung.

6.3 Other special services

Other special services can be booked additionally with MAAS such as lanquage services, Tax Refund service, buggies/strollers or lounge access. However, FMG must reserve the right not to perform additional services due to capacity restrictions in case of disruptions [e.g. illness, technical malfunctions] even when such services are confirmed. In such cases there is no charge for the special service; no other claims can be asserted.

7. Disclaimer

- 7.1 In cases in which, through no fault of FMG, services are performed late or cannot be performed, or in which essential contractual obligations are not met, or when FMG or a party acting on its behalf may be at fault to a minor degree, but have acted neither deliberately nor with gross negligence, FMG accepts no liability apart from foreseeable damages typical of the contractual relationship. This limitation of liability also extends to the employees concerned. This provision is without prejudice to liability for damages resulting in loss or impairment of life, bodily harm or damage to health.
- 7.2 FMG is not liable for damages resulting from force majeure or other causes for which it is not to blame such as intervention on the part of public authorities or inaccurate information on the order data (arrival or departure times, connection flights, flight destinations, etc.).
- 7.3 Please note the limitations to liability in the areas within the scope of the Warsaw or Montreal Convention and the German Air Transportation Act.

8. Place of performance, place of jurisdiction, partial ineffectiveness

- 8.1 This contract is exclusively subject to German law, excluding the provisions of private international law. The legal binding version of these terms and condition is the German onewhereas the English version is just a translation. Contractual conditions of the principal do not apply even if we are aware of them and do not object to them.
- 8.2 The place of performance for the obligations of both parties related to the order is exclusively the property of Munich Airport. The place of jurisdiction for any and all disputes arising from this contractual relationship is determined exclusively on the basis of this place of performance.
- 8.3 If some of these provisions or a part of an order is invalid or ineffective, this does not render the remaining part ineffective.