

Price List for Aircraft De-/Anti-Icing

(ONLY Cash payment / Cash equivalent customers)

Effective as of 1 October 2021 to 30 September 2022



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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, consulting and technical support in towing and de-icing.



EFM employs about 162 people, including 140 tractor drivers, de-icing and operational staff. Currently EFM operates a fleet of 26 towing tractors of all sizes and 22 de-icing vehicles for one-man operation. For air conditioning we provide one air-conditioning vehicle. Four heating units are available for fan blade de-icing.



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

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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 invalidate.

Type	Frost (EUR)	Light Precipitation (EUR)	Moderate Precipitation (EUR)
A124	21.982,00	29.681,00	43.457,00
A148	3.662,00	4.945,00	7.241,00
A306	10.524,00	14.210,00	20.806,00
A30B	10.524,00	14.210,00	20.806,00
A310	8.888,00	12.001,00	17.571,00
A318	4.661,00	6.293,00	9.214,00
A18N	4.895,00	6.610,00	9.678,00
A318 W	4.895,00	6.610,00	9.678,00
A319	5.008,00	6.762,00	9.901,00
A19N	5.251,00	7.090,00	10.381,00
A319 W	5.251,00	7.090,00	10.381,00
A320	5.559,00	7.506,00	10.990,00
A20N	5.841,00	7.887,00	11.548,00
A221	5.333,00	7.201,00	10.544,00
A223	5.893,00	7.957,00	11.651,00
A320 W	5.841,00	7.887,00	11.548,00
A321	6.583,00	8.889,00	13.015,00
A21N	6.913,00	9.334,00	13.667,00
A321 W	6.913,00	9.334,00	13.667,00
A332	15.441,00	20.849,00	30.527,00
A333	16.656,00	22.490,00	32.930,00
A342	15.541,00	20.984,00	30.724,00
A343	16.656,00	22.490,00	32.930,00
A345	18.714,00	25.268,00	36.997,00
A346	19.994,00	26.997,00	39.528,00
A350	20.897,00	28.215,00	41.312,00
A351	20.762,00	28.034,00	41.046,00
A358	17.030,00	22.994,00	33.667,00
A359	18.796,00	25.379,00	37.159,00
A35K	20.732,00	27.993,00	40.986,00
A388	25.316,00	34.183,00	50.050,00
A3ST	10.928,00	14.755,00	21.604,00
AC90	881,00	1.189,00	1.741,00
AC95	907,00	1.224,00	1.793,00
AEST	516,00	697,00	1.021,00
AJET	494,00	668,00	978,00
AN12	5.459,00	7.371,00	10.793,00
AN26	3.016,00	4.072,00	5.963,00

Type	Frost (EUR)	Light Precipitation (EUR)	Moderate Precipitation (EUR)
AN28	1.254,00	1.693,00	2.479,00
AN72	3.884,00	5.244,00	7.679,00
ASTR	1.223,00	1.652,00	2.419,00
AT43	2.423,00	3.272,00	4.791,00
AT45	2.417,00	3.264,00	4.779,00
AT72	3.189,00	4.307,00	6.306,00
ATP	3.454,00	4.664,00	6.829,00
B190	1.271,00	1.716,00	2.513,00
B350	1.085,00	1.465,00	2.145,00
B37M	5.542,00	7.483,00	10.956,00
B38M	5.880,00	7.940,00	11.625,00
B39M	6.570,00	8.872,00	12.990,00
B461	2.981,00	4.025,00	5.894,00
B462	3.263,00	4.406,00	6.452,00
B463	3.541,00	4.781,00	7.001,00
B701	7.638,00	10.313,00	15.100,00
B703	8.979,00	12.124,00	17.752,00
B712	4.669,00	6.305,00	9.232,00
B721	5.798,00	7.828,00	11.462,00
B722	6.002,00	8.104,00	11.866,00
B732	3.758,00	5.074,00	7.430,00
B733	4.188,00	5.654,00	8.279,00
B733 W	4.309,00	5.818,00	8.519,00
B734	4.565,00	6.164,00	9.026,00
B735	3.780,00	5.104,00	7.473,00
B735 W	3.901,00	5.268,00	7.713,00
B736	4.643,00	6.270,00	9.180,00
B737	5.004,00	6.756,00	9.892,00
B37M	5.880,00	7.940,00	11.625,00
B737 W	5.236,00	7.069,00	10.351,00
B738	5.880,00	7.940,00	11.625,00
B738 SW	6.154,00	8.309,00	12.166,00
B738 W	6.136,00	8.286,00	12.132,00
B38M	6.154,00	8.309,00	12.166,00
B39M	6.566,00	8.866,00	12.981,00
B739	6.266,00	8.461,00	12.389,00
B739 W	6.523,00	8.807,00	12.895,00
B39M	6.566,00	8.866,00	12.981,00

Type	Frost (EUR)	Light Precipitation (EUR)	Moderate Precipitation (EUR)
B742	18.288,00	24.694,00	36.156,00
B743	18.288,00	24.694,00	36.156,00
B744	19.760,00	26.680,00	39.064,00
B74S	14.573,00	19.677,00	28.811,00
B748	22.685,00	30.630,00	44.847,00
B752	7.816,00	10.553,00	15.452,00
B752	W 8.215,00	11.092,00	16.241,00
B753	8.988,00	12.136,00	17.769,00
B762	10.016,00	13.524,00	19.802,00
B763	11.340,00	15.312,00	22.419,00
B763	W 11.817,00	15.956,00	23.363,00
B764	13.848,00	18.699,00	27.378,00
B772	16.852,00	22.754,00	33.316,00
B773	19.326,00	26.094,00	38.206,00
B77L	17.911,00	24.184,00	35.409,00
B77W	20.784,00	28.063,00	41.089,00
B788	14.790,00	19.970,00	29.240,00
B789	16.379,00	22.115,00	32.380,00
B78X	17.815,00	24.055,00	35.220,00
BC85	2.465,00	3.328,00	4.873,00
BE10	737,00	996,00	1.458,00
BE20	972,00	1.312,00	1.921,00
BE30	963,00	1.300,00	1.904,00
BE40	854,00	1.154,00	1.690,00
BE4W	854,00	1.154,00	1.690,00
BE55	412,00	556,00	815,00
BE58	425,00	574,00	840,00
BE60	533,00	720,00	1.055,00
BE99	837,00	1.130,00	1.655,00
BE9L	720,00	972,00	1.424,00
BE9T	720,00	972,00	1.424,00
C130	6.032,00	8.145,00	11.926,00
C135	7.187,00	9.704,00	14.208,00
C160	5.624,00	7.594,00	11.119,00
C17	11.908,00	16.079,00	23.543,00
C20	2.604,00	3.516,00	5.148,00
C208	785,00	1.060,00	1.552,00
C25A	933,00	1.259,00	1.844,00
C25B	1.076,00	1.453,00	2.127,00
C25C	1.093,00	1.476,00	2.162,00
C25M	811,00	1.095,00	1.604,00
C27J	2.825,00	3.814,00	5.585,00
C30J	5.225,00	7.055,00	10.330,00
C303	477,00	644,00	943,00
C310	473,00	638,00	935,00
C337	455,00	615,00	900,00
C340	525,00	709,00	1.038,00
C402	646,00	873,00	1.278,00
C404	737,00	996,00	1.458,00
C414	646,00	873,00	1.278,00
C421	598,00	808,00	1.184,00
C425	637,00	861,00	1.261,00
C441	772,00	1.043,00	1.527,00
C500	763,00	1.031,00	1.510,00
C501	824,00	1.113,00	1.630,00

Type	Frost (EUR)	Light Precipitation (EUR)	Moderate Precipitation (EUR)
C510	703,00	949,00	1.389,00
C525	807,00	1.089,00	1.595,00
C550	993,00	1.341,00	1.964,00
C551	993,00	1.341,00	1.964,00
C55B	993,00	1.341,00	1.964,00
C560	1.028,00	1.388,00	2.033,00
C56X	1.193,00	1.611,00	2.359,00
C650	1.210,00	1.634,00	2.393,00
C680	1.618,00	2.185,00	3.200,00
C68A	1.822,00	2.461,00	3.603,00
C700	2.031,00	2.742,00	4.015,00
C750	1.861,00	2.513,00	3.680,00
C9	4.483,00	6.053,00	8.863,00
CL30	1.766,00	2.385,00	3.492,00
CL35	1.905,00	2.572,00	3.766,00
CL60	1.709,00	2.308,00	3.380,00
CN35	2.395,00	3.234,00	4.736,00
CRJ1	2.465,00	3.328,00	4.873,00
CRJ2	2.465,00	3.328,00	4.873,00
CRJ7	3.281,00	4.430,00	6.486,00
CRJ9	3.671,00	4.957,00	7.258,00
D228	1.224,00	1.653,00	2.421,00
D328	1.935,00	2.613,00	3.826,00
DC10	30 12.208,00	16.484,00	24.135,00
DC3	2.486,00	3.357,00	4.916,00
DC3S	2.478,00	3.346,00	4.899,00
DC6	4.999,00	6.750,00	9.884,00
DC86	3 11.236,00	15.171,00	22.213,00
DC93	4.509,00	6.088,00	8.914,00
DH8A	2.499,00	3.375,00	4.942,00
DH8C	3.059,00	4.131,00	6.048,00
DH8D	4.049,00	5.467,00	8.005,00
DHC6	1.354,00	1.828,00	2.676,00
DHC7	3.033,00	4.096,00	5.997,00
DO28	768,00	1.037,00	1.518,00
E120	1.718,00	2.320,00	3.397,00
E121	746,00	1.007,00	1.475,00
E135	2.291,00	3.094,00	4.530,00
E145	2.586,00	3.492,00	5.113,00
E170	3.373,00	4.555,00	6.670,00
E175	3.576,00	4.828,00	7.069,00
E75S	3.372,00	4.553,00	6.666,00
E75L	4.357,00	5.883,00	8.614,00
E190	4.517,00	6.099,00	8.930,00
E195	4.817,00	6.504,00	9.523,00
E290	5.303,00	7.160,00	10.484,00
E35L	2.430,00	3.281,00	4.804,00
E3TF	8.983,00	12.130,00	17.760,00
E50P	664,00	896,00	1.312,00
E545	1.683,00	2.273,00	3.329,00
E550	1.805,00	2.437,00	3.569,00
E55P	1.089,00	1.470,00	2.153,00
EA50	512,00	691,00	1.012,00
F100	4.331,00	5.848,00	8.562,00
F27	3.172,00	4.283,00	6.271,00

Type	Frost (EUR)	Light Precipitation (EUR)	Moderate Precipitation (EUR)
F2TH	1.623,00	2.191,00	3.208,00
F406	776,00	1.048,00	1.535,00
F50	3.185,00	4.301,00	6.297,00
F60	3.185,00	4.301,00	6.297,00
F70	3.767,00	5.086,00	7.447,00
F900	1.696,00	2.291,00	3.354,00
FA10	790,00	1.067,00	1.562,00
FA20	1.216,00	1.642,00	2.405,00
FA50	1.525,00	2.060,00	3.016,00
FA7X	2.625,00	3.545,00	5.190,00
FA8X	2.790,00	3.767,00	5.516,00
G100	1.232,00	1.663,00	2.435,00
G150	1.223,00	1.652,00	2.419,00
G200	1.458,00	1.968,00	2.882,00
G280	1.688,00	2.279,00	3.337,00
GA5C	3.202,00	4.324,00	6.332,00
GA6C	3.649,00	4.928,00	7.215,00
GALX	1.458,00	1.968,00	2.882,00
GL5T	3.662,00	4.945,00	7.241,00
GL7T	4.661,00	6.293,00	9.214,00
GLEX	3.762,00	5.080,00	7.438,00
GLF2	2.223,00	3.002,00	4.396,00
GLF3	2.602,00	3.513,00	5.144,00
GLF4	2.777,00	3.749,00	5.490,00
GLF5	3.202,00	4.324,00	6.332,00
GLF6	4.005,00	5.408,00	7.919,00
GLF7	4.561,00	6.158,00	9.017,00
H25A	907,00	1.224,00	1.793,00
H25B	1.124,00	1.517,00	2.222,00
H25C	1.124,00	1.517,00	2.222,00
HA4T	1.722,00	2.326,00	3.406,00
HDJT	681,00	920,00	1.347,00
IL62	9.960,00	13.448,00	19.691,00
IL76	10.207,00	13.782,00	20.180,00
IL96	16.665,00	22.502,00	32.947,00
IL96 T	16.678,00	22.519,00	32.972,00
J328	1.935,00	2.613,00	3.826,00
JS31	989,00	1.336,00	1.956,00
JS32	989,00	1.336,00	1.956,00
JS41	1.527,00	2.062,00	3.020,00
JU52	2.400,00	3.240,00	4.744,00
L101 500	10.880,00	14.691,00	21.510,00
L101	11.783,00	15.909,00	23.294,00
L410	1.032,00	1.394,00	2.042,00
LJ31	859,00	1.160,00	1.698,00
LJ35	768,00	1.037,00	1.518,00
LJ36	763,00	1.031,00	1.510,00
LJ40	1.071,00	1.447,00	2.119,00
LJ45	1.119,00	1.511,00	2.213,00
LJ55	976,00	1.318,00	1.930,00
LJ60	1.037,00	1.400,00	2.050,00

Type	Frost (EUR)	Light Precipitation (EUR)	Moderate Precipitation (EUR)
LJ70	1.141,00	1.541,00	2.256,00
LJ75	1.189,00	1.605,00	2.350,00
LJ85	1.692,00	2.285,00	3.346,00
MD11	13.749,00	18.564,00	27.181,00
MD80	6.431,00	8.684,00	12.715,00
MD81	6.431,00	8.684,00	12.715,00
MD82	6.431,00	8.684,00	12.715,00
MD83	6.431,00	8.684,00	12.715,00
MD87	5.672,00	7.659,00	11.214,00
MD88	6.431,00	8.684,00	12.715,00
MD90	6.635,00	8.959,00	13.118,00
MU2	620,00	837,00	1.226,00
MU30	850,00	1.148,00	1.681,00
P180	876,00	1.183,00	1.733,00
P46T	494,00	668,00	978,00
P68	499,00	673,00	986,00
P68T	499,00	673,00	986,00
PA23	464,00	627,00	918,00
PA31	533,00	720,00	1.055,00
PA34	429,00	580,00	849,00
PA42	837,00	1.130,00	1.655,00
PA46	494,00	668,00	978,00
PAY1	833,00	1.125,00	1.647,00
PAY2	624,00	843,00	1.235,00
PAY3	837,00	1.130,00	1.655,00
PAY4	837,00	1.130,00	1.655,00
PC12	841,00	1.136,00	1.664,00
PC24	1.241,00	1.675,00	2.453,00
PRM1	824,00	1.113,00	1.630,00
RJ1H	3.541,00	4.781,00	7.001,00
RJ70	3.281,00	4.430,00	6.486,00
RJ85	3.263,00	4.406,00	6.452,00
S601	763,00	1.031,00	1.510,00
SB20	2.929,00	3.955,00	5.791,00
SBR1	841,00	1.136,00	1.664,00
SF34	1.835,00	2.478,00	3.629,00
SW2	737,00	996,00	1.458,00
SW3	1.106,00	1.494,00	2.187,00
SW4	1.362,00	1.840,00	2.694,00
T134	4.747,00	6.410,00	9.386,00
T154	7.803,00	10.536,00	15.426,00
T204 100	8.749,00	11.813,00	17.297,00
T204 214	8.749,00	11.813,00	17.297,00
T204 300	7.325,00	9.891,00	14.483,00
TBM7	585,00	791,00	1.158,00
TBM8	585,00	791,00	1.158,00
VC10	10.112,00	13.653,00	19.991,00
WW24	941,00	1.271,00	1.861,00
YK40	2.209,00	2.982,00	4.367,00
YK42	5.507,00	7.436,00	10.888,00

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	434,00	586,00	858,00
150	651,00	879,00	1.287,00
200	868,00	1.172,00	1.716,00
250	1.085,00	1.465,00	2.145,00
500	2.170,00	2.930,00	4.290,00
750	3.255,00	4.395,00	6.435,00
1000	4.340,00	5.860,00	8.580,00
1250	5.425,00	7.325,00	10.725,00
1500	6.510,00	8.790,00	12.870,00
1750	7.595,00	10.255,00	15.015,00
2000	8.680,00	11.720,00	17.160,00
2250	9.765,00	13.185,00	19.305,00
2500	10.850,00	14.650,00	21.450,00
2750	11.935,00	16.115,00	23.595,00
3000	13.020,00	17.580,00	25.740,00
3250	14.105,00	19.045,00	27.885,00
3500	15.190,00	20.510,00	30.030,00
3750	16.275,00	21.975,00	32.175,00
4000	17.360,00	23.440,00	34.320,00
4250	18.445,00	24.905,00	36.465,00
4500	19.530,00	26.370,00	38.610,00
4750	20.615,00	27.835,00	40.755,00
5000	21.700,00	29.300,00	42.900,00
5250	22.785,00	30.765,00	45.045,00
5500	23.870,00	32.230,00	47.190,00
5750	24.955,00	33.695,00	49.335,00
6000	26.040,00	35.160,00	51.480,00
6250	27.125,00	36.625,00	53.625,00
6500	28.210,00	38.090,00	55.770,00

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.