

Terms of Business of Flughafen Köln/Bonn GmbH

Ground Handling Services (AVB-BVD)

valid as of 01. Januar 2006

1. The Flughafen Köln/Bonn GmbH, hereinafter referred to as FKB, shall perform the ground handling services that relate to the operation of the airlines in accordance with the regulations in the "IATA Standard Ground Handling Agreement – Annex A" (January 2004).
2. Upon request by the airline, FKB shall also perform those services required for the aircraft handling that are not included in the basic services under no. 1 (special services). The performance of these services is subject to the availability of personnel and/or equipment, and shall take into account the traffic situation at that point in time.
 - 3.1 In performing its services, FKB shall employ trained personnel and use systems and equipment that is appropriate to meet the demands of the traffic and, inasmuch as is possible, the accepted standards in international air transportation.
 - 3.2 FKB is entitled to employ the aid of third parties in the performance of its contractual duties.
4. The airlines and FKB are to provide mutual support and collaborate on how the ground handling services are performed, while taking into account expedient recommendations if possible.
 - 5.1 The airlines are to announce their flight plans, including all necessary information and instructions, to FKB in sufficient time to allow the performance of its contractual duties. In the event of unscheduled flights (including alternate flights) and delays, the airlines are to notify FKB of the intention to use the services in time if possible.

-
- 5.2 If the handling of one airline's aircraft conflicts with the handling of another airline's aircraft because the aircraft of the former is not announced or is delayed, FKB reserves the right to handle the scheduled and announced aircraft first.
- 5.3 The airline is to contact the airport ahead of time, if
- a) especially bulky or heavy freight, for which special loading equipment is required, is to be loaded, unloaded or transferred, or
 - b) special equipment or other services are required to load other special freight.
- 6.1 FKB shall be liable in accordance with the statutory provisions for damages caused intentionally by FKB or gross negligently by its legal representatives or senior employees.
- 6.2 In addition, FKB shall only be liable inasmuch as a culpable breach of a material contractual obligation has occurred. Liability is limited to those damages typically foreseeable in such contracts, however for each loss to no more than
- a) € 1,023,000.00 for loss of and damage to luggage and goods, including living animals and airmail,
 - b) € 400,000,000.00 for other property damages,
 - c) € 525,000.00 for pecuniary damages.
- 6.3 Otherwise, all liability is excluded. This applies irrespective of the legal nature of the asserted claim, and especially to compensatory claims for damages based on culpa in contrahendo (pre-contractual breaches), breaches of ancillary contractual duties and torts.
- 6.4 The exclusions of liability above do not apply inasmuch as the exclusion or limitation of liability has been stipulated for damages arising from injuries to life, body or health, and such injuries result from the intentional or gross negligent breach by FKB or a intentional or negligent breach by a legal representative or agent of FKB.
7. The aircraft owner is to pay a fee for the handling performed by FKB (basic handling fee).

-
8. FKB is authorized to offset with any counterclaim; FKB is entitled to the right of retention and the plea of non-performance.
The contractual partner is only entitled to refuse performance if the counterclaim is based on the same legal relationship. The contractual partner is only authorized to offset if the counterclaim is uncontested or has been established by final judgment.
- 9.1 The handling fees are subject to change with a notice of one month.
- 9.2 The handling fee shall not be reduced if the airline employs its own personnel in the performance of the ground handling services and/or uses its own equipment. The airline shall hold FKB harmless of any liability for personal injuries and/or property damages, inasmuch admissible under statutory regulations.
- 9.3 Special services under no. 2 shall be invoiced separately according to the "Price list for special services"*(download: Fees of Cologne/Bonn Airport on www.koeln-bonn-airport.de/en/b2b/general-terms-and-conditions-fees.html)*.
- 9.4 The handling fees (basic fee and fees for special services) are fees according to § 10 (1) of the German Value Added Tax Act (Umsatzsteuergesetz - UStG).
The airlines must therefore pay VAT additionally, inasmuch as the payment of such taxes is not exempted in accordance with §§ 4, 8 UStG.
- 10.1 The payment of the handling fees is due in cash before departure, inasmuch as the payment after departure has been stipulated.
- 10.2 If post-departure payment has been stipulated, FKB shall invoice the handling fees to the airline for a respective period of a decade. The invoices are to be paid in full and without delay, free of costs and fees, and in the EURO currency. FKB reserves the right to charge default interest if payment is delayed.
- 10.3 Inasmuch as subsequent payment has been stipulated, FKB may demand collateral amounting to the anticipated turnover in the following period of three months. Collateral may be provided by pre-payment or by directly enforceable guarantee of a bank domiciled within the Federal Republic of Germany.
- 10.4 FKB may interrupt the ground handling services in accordance with nos. 1 and 2, if

payments are in arrears or the required collateral is not provided.

11. The currently valid Airport User Regulations shall form a part of these terms of business (www.koeln-bonn-airport.de/en/b2b/general-terms-and-conditions-fees.html).
- 12.1 FKB shall notify the airline of changes to the general terms and conditions of the contract by sending the currently valid version. The changes shall be deemed accepted if the airline does not object thereto within one month. In the event that the airline exercises its right of objection, the changes shall be deemed rejected. In this case, the contract shall continue without the changes. FKB shall make special mention of this to the airline when the changes are announced.
- 12.2 Inasmuch as individual agreements have been stipulated, these shall have priority as provided by § 305b of the German Civil Code (Bürgerliches Gesetzbuch - BGB).
- 12.3 Additions and modifications to these terms of business and the annexes thereto must be made in writing. The invalidity of individual provisions shall not result in the invalidity of the terms of business otherwise. In the event that individual provisions are invalid, the parties to the contract agree to enter into negotiations with the purpose of replacing the invalid provision with a clause that corresponds closest with the original economic intention of the parties.
- 13.1 The contractual relationship concluded between FKB and the airline is subject solely to the laws of the Federal republic of Germany.
- 13.2 The place of performance is Cologne, Germany.
- 13.3 The exclusive place of jurisdiction is Cologne, Germany, inasmuch as the contractual partner is a merchant, a legal entity or separate estate under public law. FKB is authorized to bring actions against the contractual partner at the latter's place of general jurisdiction.