

# Terms and Conditions of Flughafen Köln/Bonn GmbH

## Aircraft De-Icing

### (Terms and Conditions for De-Icing)

Valid as of 24 May 2018

#### 1. Scope

The Standard Conditions for Aircraft De-Icing shall exclusively apply to all de-icing services offered by the Flughafen Köln/Bonn GmbH (hereinafter referred to as „FKB“). The Carrier's Standard Conditions shall not apply.

#### 2. Execution of Aircraft De-Icing, Fees

- 2.1 The Carrier shall request the de-icing for each aircraft separately by an electronic system made available by FKB. A valid contract for each de-icing shall be concluded upon FKB's confirmation of the Carrier's request by this electronic system.
- 2.2 Upon confirmation of the Carrier's request the FKB shall perform the de-icing of the aircraft. The services shall be made available within the limits of FKB. 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.
- 2.3 The Carrier shall pay for every aircraft de-icing the fees of the published price lists. The current price lists will be communicated to the Carrier at the beginning of the de-icing period (October 1st until April 30 of the following year) and are published on FKB's internet site under <http://www.koeln-bonn-airport.de/b2b/general-terms-and-conditions-fees.html>. The disposal of the de-icing fluid will be charged separately at the end of each de-icing period.

### **3. Standard of work**

- 3.1 In performing its services, FKB shall employ trained personnel and use systems and equipment that are appropriate to meet the demands of FKB's current de-icing manual (published under <http://www.koeln-bonn-airport.de/b2b/general-terms-and-conditions-fees.html>).
- 3.2 In the event of war, acts of terror, labour disputes involving complete or partial stoppage, acts of god and other cases of force majeure or any other cause beyond control of FKB, FKB shall be exempt from execution if performance of the services becomes impossible. If FKB is not able to execute the service because of the above mentioned reasons it will notify the Carrier promptly in writing unless the event and its impeditive effect is obvious.

### **4. Payments, Right of Retention, Plea of Non-Performance**

- 4.1 The payment of the handling fees due is to be made in cash before departure, inasmuch as the payment after departure has been stipulated.
- 4.2 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. FKS reserves the right to charge default interest even if payment is delayed.
- 4.3 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.
- 4.4 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.

## 5. Liability

- 5.1 FKB shall be liable in accordance with the statutory provisions for damages caused deliberately by FKB or gross negligently by its legal representatives or senior employees.
- 5.2 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.
- 5.3 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.
- 5.4 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 deliberate or gross negligent breach by FKB or a deliberate or negligent breach by a legal representative or agent of FKB.

## 6. Airport User Regulations

The current airport's user regulations (published under <http://www.koeln-bonn-airport.de/b2b/general-terms-and-conditions-fees.html>) shall form a part of these terms of business.

## 7. Data Protection

- 7.1 The contracting parties process personal data accruing in the context of this agreement (e.g. name, position and email-address of employees) by observing the applicable data protection rules.
- 7.2 The contracting parties use with regard to the impending risk appropriate technical and organisational measures to ensure data security, in particular protection of

personal data against unauthorised or unlawful information of third parties. Further, the contracting parties use with regard to the impending risk appropriate technical and organisational measures made to implement effectively data principles like data minimisation and data protection by technical design and data protection friendly pre-adjustments. Measures according to sentences 1 and 2 above are to be implemented according to the actual state of the art, the cost of implementation and the manner and scope of the respective data processing and to be maintained and adapted during the processing.

- 7.3 The contracting parties fulfil the rights of the concerned according to the data protection rules. If one party transmits personal data to the other party, the transmitting party is obliged to inform the concerned person in time according to Article 14 EU-General Data Protection Regulation No. 2016/679 of the data processing by the receiving party; the receiving party refrains from informing the concerned person.
- 7.4 Insofar as and as long as one contractual partner processes personal data on behalf of the other party the contracting parties are obliged to conclude a data processing contract according to Article 28 EU-General Data Protection Regulation No. 2016/679.

## **8. Written Form**

Supplements and changes to these terms of business and the annexes thereto must be made in writing. This is also applicable to a modification or waiver of the requirement for a written form.

## **9. Partial invalidity**

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.

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## 10. Venue, place of performance, applicable law

10.1 The contractual relationship concluded between FKB and the airline is subject solely to the laws of the Federal Republic of Germany.

10.2 The place of performance is Cologne, Germany.

10.3 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 also authorized to bring actions against the contractual partner at the latter's place of general jurisdiction.