

Terms of Business of Flughafen Köln/Bonn GmbH
Ground Handling Services (AVB-BVD)

valid as of February 20, 2019

1. Scope

The subsequent terms of business of Flughafen Köln/Bonn GmbH for Ground Handling Services (AVB-BVD) shall exclusively apply to all ground handling services by the Flughafen Köln/Bonn GmbH (FKB) according to the current list of fees for Ground Handling Services and Annex A of the current IATA Standard Ground Handling Agreements (SGHA) of 2008.

Deviating conditions of the contracting party shall only apply insofar they correspond to the AVB or if FKB gave its explicit written consent to their application. These AVB shall also apply if FKB renders its services without reservation regardless of its knowledge of the opposing or deviating conditions of the contracting party. Insofar the AVB do not contain any particular provision the statutory rules shall apply.

2. Provision of Services by FKB

FKB shall perform Ground Handling Services according to the current list of fees for Ground Handling Services (basic services) and, upon request by an Airline, FKB shall also perform those services required for the aircraft handling that are not included in the basic services (additional 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. Standards of Work

- 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. FKB is entitled to employ the aid of third parties in the performance of its contractual duties.
- 3.2** If the exceeding of time limits is due to force majeure i.e. mobilization, war, turmoil, natural disaster, extreme weather conditions or other force majeure incidents or any other cause beyond the influence of FKB such as labour disputes or lockout, rendering the fulfilment of a service of FKB impossible, FKB may interrupt or appropriately adjust such service. FKB shall notify the airline without delay in the event that one of the reasons listed above precludes the fulfilment of service, unless the facts and their impact on services is obvious.

4. Mutual support

The Airline 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. Obligations of the Airline

5.1 The Airline is 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 Airline or its handling agent is 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. Liability

6.1 FKB shall be liable without limitation for damages arising from injuries to life, body or health which result from a culpable breach by FKB, its legal representatives or senior employees or its vicarious agents.

6.2 In addition, FKB shall be liable to damages other than those covered by paragraph 1 which arise from an intentional or a gross negligent breach of a contractual obligation or, in case of a breach of a material contractual obligation, arise from simple negligence by FKB its legal representatives or senior employees or its vicarious agents. In case of a gross negligent breach of a contractual obligation and in case of a simple negligent breach of a material obligation liability is limited to those damages typically foreseeable in such contracts, however to no more than

- a) for loss of and damage to baggage and cargo, including live animals and airmail, to € 2,500,000.00 each loss, a maximum of € 7.500.000,00 for each occurrence, however in case of exceeding of the delivery time limit triple of the handling charges/storage charges and in case of pecuniary damage € 100,000.00 each loss,
- b) for other property damage to € 400,000,000.00 each loss, and
- c) for other pecuniary damage to € 525,000,00 each loss.

Material are such obligations whose fulfilment renders possible the duly execution of the contract and in whose adherence the Airline may confide. Otherwise, all liability is excluded.

6.3 The preceding regulations apply to all damage claims including damage plus execution and damage instead of execution disregarding the nature of the claims legal basis, especially

claims because of defects, breach of contractual obligations or tort. They also apply to claims for useless expenditures.

6.4 The Airline partner releases FKB of all claims of third parties, including costs, which arise in connection with the services carried out by FKB, unless FKB has to account for a claim according to Art. 6.1. and 6.2.

7. Handling fee

7.1 The following are jointly and severally liable for all charges:

- a) the aviation company whose Code is used for the flight in question;
- b) the aviation companies under whose Airline Codes and Flight Numbers the respective flight takes place (codeshares);
- c) the company ordering the ground handling service without clearly doing so on behalf and in the name of another company; an order is deemed to have been placed when the company requests HAM GH to issue the invoice for a charge to that company;
- d) the aircraft operator;
- e) the natural or legal person having usage of the aircraft whilst not the aircraft's operator or owner.

7.2 For a ground handling by FKB (basic services) the basic handling fee according to current list of fees for Ground Handling Services is to be paid. Additional services shall be invoiced separately according to the "Price list for special services" (The "list of fees for Ground Handling Services" and the "Price list for special services" are published under <https://www.cologne-bonn-airport.com/en/b2b/terms-conditions-fees.html>).

7.4 Ground handling fees may be altered with one month's notice.

8. Offset, Right of Retention, Plea of Non-Performance

FKB is authorized to offset with any counterclaim; FKB is entitled to the right of retention and the plea of non-performance. The Airline is only entitled to refuse performance if the counterclaim is based on the same legal relationship. The Airline is only authorized to offset if the counterclaim is uncontested or has been established by final judgment.

9. Terms of Payment

9.1 The payment of the handling fees is due in cash before departure, inasmuch as the payment after departure has been stipulated.

9.2 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 four days after date of invoice, free of costs and fees, and in the EURO currency. FKB reserves the right to charge default interest if payment is delayed.

9.3 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, or
- The airline provides a SEPA-Direct Debit Mandate - on condition that an account either in Germany or another country belonging to the SEPA-Payment-Area exists - to settle outstanding debts. The Airline shall present a bank guarantee covering in the minimum an estimated 2-month-turnover or an equivalent as a depot-payment to secure and credit the delivered services and the fees.

9.4 FKB may interrupt the ground handling services in accordance with paragraphs 1 and 2, if payments are in arrears or the required collateral is not provided.

10. Airport User Regulations

The currently valid Airport User Regulations shall form a part of these terms of business (<https://www.cologne-bonn-airport.com/en/b2b/terms-conditions-fees.html>).

11. Changes, Written Form, Partial Invalidity, Individual Agreements

11.1 FKB shall notify the Airline of changes to the general terms and conditions of the contract by sending the currently valid version or by informing the Airline that a new version has been published. 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.

11.2 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.

11.3 Where individual agreements have been made these shall prevail (German Civil Code / BGB, Article 305b).

12. Applicable law, place of performance, Venue

12.1 The contractual relationship concluded between FKB and the Airline is subject solely to the laws of the Federal republic of Germany.

12.2 The place of performance is Cologne, Germany.

12.3 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.

13. Data Protection

13.1 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.

13.2 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.

13.3 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.

13.4 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.