



VIP Services at Munich Airport

General Terms and Conditions

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1. General information

1.1 As the operating company of Munich Airport, Flughafen München GmbH – referred to below as "FMG" or "we" – offers VIP service in accordance with the corresponding service descriptions and fees to provide special support and service to passengers when arriving, departing or connecting ["flight events"]. In addition, the VIP service includes the use of the VipWing lounge [or the Europa or Atlantic lounge, where applicable]. The services provided are subject to these Terms and Conditions. Any terms and conditions stipulated by the principal – also referred to below as "you" – 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.com]. These Terms and Conditions do not apply to the PRM service.

1.3 The VIP 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 the data you have specified regarding identity, bank accounts etc. for administrative and billing purposes. If we state your data on invoices, etc., please check that it is correct and inform us of any changes. We regularly check in the registered travellers for the flight in advance and to do that send the specified data to the airline or its check-in service providers. For certain flights, we must collect your passport data in advance and send it to the airline or its check-in service provider. In these cases, we ask you to send a copy of your passport. If you send us the copy, we assume that you consent that we can pass on the copy to the airline or its service provider solely for the check-in. Please notify us if you do not wish to be checked in by us in advance.

2. Orders, rebookings, changes

2.1 To request VIP Services, send the order form with all required information by e-mail to the contact indicated above. Order forms are available at www.munich-airport.com/vip.

2.2 Whenever possible, VIP Services should be booked in writing well in advance, and no later than 24 hours before the service begins [departure or arrival time of the passenger(s) requiring service] by submitting the order form to VIP Service by e-mail. If VIP Services are booked 12 hours or less before a flight event, FMG will charge a 20% last-minute surcharge on the price of the order.

2.3 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 it is received by VIP Services. An order does not become binding on us until we have accepted and expressly confirmed it. Even if a service is requested in accordance with the deadlines indicated in 2.2 above, confirmation cannot be guaranteed, as this is subject to the availability of resources. If the order is not confirmed within a reasonable assessment period, the principal cannot assert performance claims or any other claims or rights against FMG.

2.4 Rebookings have to be requested to VIP Services by e-mail. Per rebooking transaction – date changes and/or changes of flight number regarding commercial flights as well as date changes regarding private aircrafts – we may charge 50 € per flight event. This does not apply if the principal is not responsible for the reason of rebooking. The rebooking does not become binding on us until we have accepted and expressly confirmed it. The provisions of 2.3 above apply accordingly.

2.5 Further changes to the requested service [such as changes in number of persons] must be communicated to VIP Services by e-mail without delay. The changes become binding on us only when we have confirmed them. The provisions of 2.3 above apply accordingly.

3. Cancellation and non-acceptance of services (no-show)

Binding orders of VIP Services can be cancelled free of charge up to 36 hours prior to the flight event. In case of cancellations with less than 36 hours' notice, a fee is charged equal to 60% of the order value. Cancellations must be communicated to VIP Services by e-mail. In case of a no-show after a binding order is placed for VIP Services, 100% of the order value will be charged.

4. Meeting point and meeting time – no-shows

4.1 The VIP Services personnel will make themselves identifiable at the arranged meeting point with signs etc. Passengers receiving services must also identify themselves to the VIP Services personnel and ensure that the person with whom they make contact is a VIP Services employee.

4.2 If the VIP Service is not utilized within a reasonable waiting period (even if the failure to utilize the service is unintentional), this will be deemed a no-show and charged accordingly (see Section 3 above).

4.3 The VIP Service does not exempt users from the official check-in times of the airlines with which they are travelling.

5. Terms of payment

5.1 All indicated amounts are net of VAT, which is charged at the current statutory rate. Full or partial payment may be required in advance. Otherwise the 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 by the principal, notwithstanding any additional claims to compensation.

5.2 Cash payments are accepted only in exceptional cases by prior arrangement. The amount must be paid to the VIP Service agent at the end of service in exact change in euros, for which a receipt will be issued. An invoice can be issued only at a later date and sent by regular mail or e-mail.

5.3 The principal hereby agrees that FMG can send invoices by regular mail or by e-mail at its discretion.

6. Disclaimer

6.1 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 or parties acting on its behalf accept 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.

6.2 Exterior stairs or ladders at passenger boarding bridges are intended for the exclusive use of operating personnel. Passengers should not use them for boarding or disembarking, and should instead use the stairs and gangways intended for that purpose. Passengers who wish to board or disembark via exterior stairs do so at their own risk. FMG accepts no liability for any resulting damages.

6.3 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, connecting flights, flight destinations, etc.).

6.4 Please note the limitations to liability in the areas within the scope of the Montreal or Warsaw Convention and the German Air Transportation Act.

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

7.1 This contract is exclusively subject to German law, excluding the provisions of private international law. The German version of the General Terms and Conditions are authoritative. The English version is provided as a convenience translation only.

7.2 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.

7.3 If individual provisions of this agreement are or become ineffective, the effectiveness of the remaining provisions shall not be affected.