

## /General Terms and Conditions for the provision of bus transportation

of AeroGround Berlin GmbH

### Section 1: Scope

The scope of these General Terms and Conditions relates only to the provision of bus transportation that is not directly related to flight services (transportation of passengers and crew for flight operations) and for which there are not already provisions that have precedence over them in the General Terms and Conditions for aircraft handling and other agreements between the Parties, in particular in accordance with the IATA SGHA.

### Section 2: Offer and conclusion of contracts

1. Offers of AeroGround Berlin GmbH (“AeroGround”) shall be without commitment, unless otherwise agreed in writing.
2. The Ordering Party can place its order in written or electronic form.
3. The contract shall be formed when the order is confirmed by AeroGround in written or electronic form (“contract”).
4. In the case of orders at short notice, the Ordering Party can also place the order orally and AeroGround can confirm the order orally.
5. If the content of the confirmation differs from that of the order, the contract shall be formed on the basis of the confirmation if the Ordering Party declares its acceptance within 7 days of receiving the confirmation.
6. Apart from the contract, the following General Terms and Conditions shall apply exclusively to the contract between the Ordering Party and AeroGround. Differing general terms and conditions of the Ordering Party shall not apply. This shall also be the case if AeroGround performs a service without reservation despite being aware of other general terms and conditions.

### Section 3: Content of the service

1. The service shall comprise, within the framework defined by the contract, the provision of a vehicle of the agreed type along with a driver and transportation.
2. AeroGround shall be at liberty to use a vehicle with a larger seating capacity, at otherwise unchanged terms, for logistical or organizational reasons.
3. AeroGround may use subcontractors to provide the service.
4. AeroGround shall determine the route taken to the destination.
5. The agreed service shall not include:
  - a) Supervision of the passengers, in particular children, youngsters and persons who need assistance,
  - b) Supervision of objects that the Ordering Party or one of its passengers leaves behind in the vehicle’s passenger compartment,
  - c) Supervision of baggage while it is being loaded or unloaded,

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- d) Provision of information on regulations of relevance to all passengers, in particular if they are contained in foreign exchange, passport, visa, customs and health regulations, and compliance with the obligations resulting from the regulations.
6. Drivers must be given the breaks required under employment law so that they do not exceed the maximum time permitted behind the wheel.

### Section 4: Conduct of the Ordering Party and passengers

1. The Ordering Party shall be responsible for the conduct of its passengers during transportation. The instructions of the driver and other vicarious agents of AeroGround (“on-board personnel”) must be obeyed.
2. Passengers who, despite being warned, do not obey justified instructions of the on-board personnel can be barred from being transported if failure to comply with the instructions means there is a risk to safety or orderly operations, the on-board personnel or other passengers or if AeroGround cannot be reasonably expected to carry them for other reasons.
3. Complaints must be addressed first of all to the on-board personnel and, if the latter cannot resolve them with reasonable time and effort, to AeroGround.
4. The reasonable costs for cleaning or repairing soiling or damage to the vehicle that has been caused by the Ordering Party or its passengers in excess of normal usage shall be borne by the Ordering Party.

### Section 5: Baggage and other objects

1. Baggage to the customary extent (a maximum of two suitcases per passenger) shall also be carried; other objects shall only be carried subject to arrangement.
2. The Ordering Party shall be liable for damage caused by objects of the Ordering Party or its passengers if the damage is attributable to circumstances for which the Ordering Party or its passengers are responsible.

### Section 6: Remuneration and payment

1. The remuneration agreed when the contract was concluded shall apply. Any ancillary costs incurred (such as road tolls, parking charges, accommodation expenses for the driver or drivers) are not included in the price and must be paid separately, unless expressly specified otherwise in the offer.
2. Extra costs, if they are caused by the Ordering Party, shall be invoiced separately on the basis of the service specifications or, if such specifications do not exist for the extra costs in question, on the basis of the costs actually incurred.
3. Invoices shall be payable without deduction as soon as they are received.

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### Section 7: Liability and limitations to liability

1. AeroGround shall warrant proper transportation within the framework of the following provisions with the due diligence of a prudent businessman.
2. AeroGround's liability for damage shall be limited in the case of simple negligence to damage from the violation of cardinal contractual obligations whose fulfillment is vital to implementation of the contract and which the contractual partners regularly rely and may rely on to be complied with; in this case, however, damage shall be limited to foreseeable damage that is typical of the contract.  
This limitation to liability shall likewise apply to damage caused through gross negligence by employees or agents of AeroGround who are not members of management bodies or executive employees of AeroGround.
3. Damage that is typical of the contract shall be limited in the case of damage to property to three times the agreed carriage charge; damage that is typical of the contract and relates to the affected passenger in question shall be limited in the case of damage to property to the share of that person in relative to three times for the agreed charge.
4. Liability for damage to property shall be excluded if the damage exceeds €1,000 per carried person and has been caused not through intent or gross negligence.
5. The limitations specified in Subsections 3 and 4 shall apply to all claims for damages, regardless of the legal grounds, with the exception of claims for damages by the Ordering Party [i] due to intent, [ii] from injury to life, body or health or [iii] due to gross negligence on the part of members of management bodies or executive employees of AeroGround.
6. AeroGround shall not be liable for damage, in particular to objects or other objects of legal protection of the passengers, if the damage is solely due to culpable actions of the Ordering Party or one of its passengers. In the case of contributory negligence on the part of AeroGround, the limitations to liability in this Section 7 shall apply mutatis mutandis.

### Section 8: Indemnification

The Ordering Party shall indemnify AeroGround and the vicarious agents of AeroGround against any claims by passengers against AeroGround due to culpable violation of duties of supervision or duties to provide information by the Ordering Party that are not part of the content of AeroGround's service in accordance with Section 2.

### Section 9: Force majeure

1. If AeroGround is prevented from fulfilling its contractual obligations by force majeure, such as mobilization, war, terrorism, insurrection, arrests, confiscations or hindrance by government bodies or other persons, roadblocks, quarantine measures, natural disasters, fire or other unforeseeable circumstances for which AeroGround is not responsible, such as strikes or lawful lockouts, disruptions to business operations or transportation, the agreed deadlines or periods for providing the service shall be extended in each case by the duration of the impairment plus a reasonable start-up period. AeroGround shall also not be responsible for such circumstances if they occur during an existing delay in performance.

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AeroGround shall inform the Ordering Party of the start and anticipated end of such circumstances as soon as possible.

2. Either Party shall be authorized to terminate the contract with immediate effect in cases of force majeure.
3. If the contract is terminated due to force majeure, AeroGround shall reimburse the Ordering Party for any remuneration already paid. However, the Ordering Party shall be obliged to reimburse AeroGround for any expenses made before the contract is terminated and for expenses required to fulfill and wind up the contract after it has been terminated.
4. If AeroGround is obliged to provide return transportation due to the fact that the contract is terminated, the Parties shall bear the costs of return transportation equally. Otherwise, the Ordering Party shall bear the costs of return transportation.

### Section 10: Termination by the Ordering Party

1. The Ordering Party can terminate the contract in writing or electronically [e-mail]. If it utilizes this option, AeroGround shall be entitled to the remuneration, allowing for expenses it has saved and revenue it can generate as a result.
2. The remuneration shall be determined on the basis of the remuneration agreed in Section 6 and the time the contract is terminated. AeroGround can define lump sums for the entitlement to remuneration as follows:
  - More than 48 hours before the start of the journey: free of charge
  - Between 24 and 48 hours before the start of the journey: 50%
  - Less than 24 hours before the start of the journey: 75%
  - Upon or after the start of the journey: 100%, allowing for expenses AeroGround has saved and revenue it can generate.
3. The Ordering Party has the right to prove that an entitlement has not accrued at all or that the entitlement is far lower than the lump sum. There shall be no claim for remuneration if the Ordering Party is entitled to terminate the contract extraordinarily. Further claims of the Ordering Party shall remain unaffected.

### Section 11: Place of performance, choice of law, and place of jurisdiction

1. The contract shall be subject to the law of the Federal Republic of Germany.
2. Any disputes arising from or in connection with this contract shall be settled solely before a competent court of law at the place of the registered offices of AeroGround; however, AeroGround shall also be authorized to take legal action against the Ordering Party at the place of the latter's registered offices.
3. The German version of these General Terms and Conditions shall be authoritative. Translations of them into other languages shall only be provided for informational purposes.