

/General Terms & Conditions for the Provision of Ground Handling Services

of AeroGround Berlin GmbH

§ 1 General

1. AeroGround Berlin GmbH - hereinafter referred to as AeroGround - as fully-owned subsidiary of AeroGround Flughafen München GmbH offers Ground Handling Services for aircraft at Berlin Brandenburg Airport [BER].
2. AeroGround can provide Ground Handling Services through its own staff or subcontractors. In performing the services, it shall take into account traffic requirements and the standard customary in international aviation.
3. Different general terms and conditions of the orderer shall not apply, even if the handler is aware of and does not object to them.
4. The parties shall assist and advise each other in carrying out the Ground Handling Services and shall take into consideration any useful recommendations where possible.
5. The customers shall provide AeroGround with the flight plans and changes to them, unscheduled flights and aggregations and all the necessary SITA messages as soon as possible and comprehensively so that AeroGround is able to fulfill the services it is obliged to provide under the contractual relationship.
6. If landing of an aircraft deviates from the previously reported landing time [STA] by more than 15 minutes and this results in an overlap with handling of other aircraft, AeroGround reserves the right to handle these other aircraft with priority.
7. If landing of an aircraft has not been registered at least 24 hours before the intended landing time and this results in an overlap with handling of other aircraft, AeroGround likewise reserves the right to handle these other aircraft with priority.

§ 2 Services of AeroGround

1. Regular Scope of Services
AeroGround shall regularly provide the Ground Handling Services that are envisaged in our Directory of Services & Prices as the standard scope [Services-Basics].

A different regular scope of services to the standard scope can be mutually agreed by contract.

2. Additional / Ad Hoc Services
Additional services within the meaning of our Directory of Services & Prices shall be all services that AeroGround performs in addition to and differing from an existing agreement or the standard scope of services.
Ground Handling Services not included in the regular scope of services shall be provided at the request of the customer only if staff and equipment are available and, if they are grouped in service units in the catalogue of services, only in such units.

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Ordering of additional services does not establish any right to have AeroGround perform the requested services. Even if it accepts an order, AeroGround reserves the right to dispose of its employees, its equipment, its tools and its facilities while performing additional services.

Charges for the additional services have to be paid at 100% even when the requested services were cancelled less than 10 minutes prior to the performance of the services.

3. Duration of Provision of Staff and GSE

The provision of staff and GSE under § 2 section 1 and 2 for the specified services, is rendered for the duration that has been defined, respectively is necessary, however, maximum up to the point of "Off Block" of the aircraft.

4. Emergencies and Alerts

In the event of emergencies and alerts as part of the Ground Handling Services, AeroGround shall be authorised to take all measures it regards as being in the interests of the customer or third parties and necessary and expedient to safeguard its own interests, immediately and without prior agreement with the customer. The customer in whose area the emergency has occurred shall bear the costs of it, unless AeroGround is responsible for the emergency.

§ 3 Charges

1. The payments for the Ground Handling Services from AeroGround shall be as defined in our Directory of Services & Prices, unless another arrangement has been agreed between the parties.
2. Specific uniform payments for a plurality of services, in particular for the standard scope or the regular scope or for individual service units, shall not be reduced if the customer does not or cannot accept individual parts of the services.
3. The payments specified in our List of Services [Charges Basics] and the charges agreed in a handling agreement shall be increased or reduced accordingly in the cases stated in our Directory of Services & Prices.
4. In case of a cancellation of a flight, the charges according of our Directory of Services & Prices will be invoiced, unless otherwise agreed between the parties. In case of a diversion to another destination, the same regulations as for a cancellation will apply.
Cancellations have to be announced to the Schedule Coordinator of the Federal Republic of Germany [FRAZTXH@fhkd.org].
However, with attestation from the customer, AeroGround can set off what it has saved as a result of non-performance of the services or what it has or could have procured through the utilization of resources for other purposes.
5. If the customer commissions a service that is not included in the regular scope of services and that it has requested at short notice before the time it is provided, the ad hoc payment as specified in our Directory of Services & Prices shall be rendered.

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6. AeroGround reserves the right to modify the charges for Ground Handling Services in the event of a change in personnel costs pursuant to the law, a collective bargaining agreement or a company agreement or pursuant to other reasons. AeroGround shall give notice of such changes at least 30 days in advance.

§ 4 Debtor

The parties owing all payments under our Directory of Services & Prices shall be, as joint and several debtors:

- a) The airline under whose code/flight the respective flight is conducted;
- b) The other airlines under whose airline code/flight number the respective flight is conducted (code sharing);
- c) The company that orders the Ground Handling Services without discernibly acting in the name of another; an order shall be regarded as having been formed when the company has asked AeroGround to make out the invoice for payments to its name or its company;
- d) The aircraft holder;
- e) The natural or legal person who is using the aircraft without being the holder or owner.

§ 5 Value-added Tax

Payments or payment rates specified in our Directory of Services & Prices or elsewhere shall be net, i.e. entrepreneurs based in Germany shall pay them plus value-added tax at the applicable statutory level, unless they relate to tax-free aviation turnover in accordance with statutory requirements and these requirements are proven by the entrepreneur [Sections 4 Nos. 2 and 8 UStG [German Value-Added Tax Law]].

§ 6 Reservation of Performance, Terms of Payment, Due Date, Credit Security

1. AeroGround reserves the right, to only perform the services when prior to the rendering of the services a pre-payment or securities are furnished.
2. If prepayments on the payments due or a suitable security - in particular an absolute guarantee or cash security [security agreement] - have been furnished by the debtor of the charges in the agreed extent, invoices for the regular scope of services will be issued two-times times per month for the periods 01st-15 and 16st to the last day of the month respectively. Services in excess of the agreed scope of services and additional services are invoiced once per month. Invoices are payable without deduction within 15 days after date of invoice. Agreed prepayments are allocated to the invoices; resulting differences are matched und balanced monthly. AeroGround is not obliged to pay interest on a cash security or to invest it separately from its other assets. In the event of no security agreement sub-paragraph 4 shall be applicable.
3. If AeroGround points out on an invoice that the recipient must check the invoice within a reasonable period of time and report objections to its correctness to the handler, the invoice shall be deemed to be correct and acknowledged if the recipient does not raise any objections.

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A reasonable period shall be one month as of the date of the invoice, unless the handler has specified a longer period of time. The general legal principles on the effects of keeping silent in commercial transactions, including within shorter periods of time, shall not be affected thereby.

4. If a security agreement does not exist, the payments incurred shall be due before each takeoff. After utilisation of a delivery or service, AeroGround can also specify that the payment for it is due immediately. The invoice shall be settled in cash or by an equivalent means of payment accepted by AeroGround (credit card, EC/Maestro card).
5. At its reasonable discretion, AeroGround can specify that suitable and reasonable security as a safeguard for the payment claims it has or will have shall be granted to it, as well as the nature, maximum amount and other contractual provisions relating to the security, and shall modify the provisions accordingly in the event of any significant change in circumstances. This shall apply in particular if the party owing payments is repeatedly or considerably in delay in paying or if other special circumstances mean that AeroGround has an interest in demanding security.

§ 7 Contact Persons

The point of contact responsible for billing payments, security agreements, payment transactions, etc., is the Service unit Faktura and Inkasso of AeroGround Berlin GmbH. Contacts persons are specified on invoices and can otherwise be reached at accounting.ber@aeroground.de.

§ 8 Liability of AeroGround

Liability, compensation and indemnification obligations of the contractual parties, both to each other and to third parties, shall be exclusively determined by Art. 8 of the IATA Standard Ground Handling Agreement [SGHA], provided that the provision in Art. 8.5 Para. 1 SGHA shall be replaced by the following:

„Notwithstanding Sub-Article 8.1[d] SGHA, AeroGround shall indemnify the customer against any physical loss of or damage to the customer's aircraft caused by AeroGround's negligent act or omission as well as against typical and foreseeable consequential damages directly resulting from such physical loss of or damage to the customer's aircraft. However, AeroGround's total liability shall be limited to an amount not exceeding the level of deductible under the customer's Hull All Risk Policy which shall not, in any event, exceed USD 1,500,000, for any physical loss of or damage to the customer's aircraft, and to USD 500,000 for typical and foreseeable consequential damages directly resulting from such physical loss of or damage to the customer's aircraft. Loss or damage in respect of any incident below USD 3,000 shall not be indemnified [threshold].“

§ 9 Governing Law, Place of Performance, Jurisdiction, Miscellaneous

1. The business relations between AeroGround and the customer or other parties who owe payments shall be subject to German law. The place of performance of the AeroGround's service obligations and each party owing payment shall be Berlin Brandenburg Airport (BER).



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2. The place of jurisdiction for AeroGround and each party who owes payments in the event of disputes arising from this contractual relationship relating to ground handling services shall be determined solely on the basis of said place of performance.
3. If part of these business terms and conditions are invalid, the rest of them shall not be affected thereby.
4. The binding version of these business terms and conditions is the German one. Translations of it in other languages are for informational purposes only.