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Terminal- and Passenger Services

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Common User Lounges Airport Lounge Europe and Airport Lounge World General Standard Terms and Conditions

1. General

Flughafen München GmbH (FMG) runs the Airport Lounge Europe (departure waiting area in Module D – Schengen) and the Airport Lounge World (departure waiting area in Module B – Non-Schengen) in Terminal 1 of Munich Airport as exclusive passenger waiting areas with special services for guests. Every passenger can visit the lounges for an additional fee after passing the general passenger security checkpoint. FMG provides information on its website about the applicable opening times, services and fees.

FMG can change the opening times or services at any time. It can restrict access to the lounge depending on the volume of visitors. If a lounge is actually open beyond the published daily times, this does not constitute an obligation on FMG for further days. Services required outside the published times should therefore be requested in good time in advance.

These General Standard Terms and Conditions shall apply to use of the named lounges, not to further lounges. General standard terms and conditions of the customer shall not apply, even if FMG is aware of them and does not expressly object to them.

2. Billing

Admission to the lounge and billing of the fee shall be possible in different forms by arrangement between FMG and the customer:

2.1 Voucher

FMG provides the customer (airline, tour operator, etc.) with the number of vouchers it has ordered and the customer then passes them on to passengers so that they can gain admission to the lounge. The customer can name the entitled passenger on the voucher. FMG shall admit every holder of a voucher into the lounge upon surrender of the voucher. If an entitled person has been named on the voucher, FMG shall be authorised, but not obliged, to make admission of the person contingent on whether the holder of the voucher is the named person and to ask for verification of this by other documents (ID card, passport, boarding pass).

2.1.1 Prepaid voucher

Prepaid vouchers are issued to the customer (airline, tour operator, etc.) as value vouchers at the applicable individual price. FMG can make enabling of prepaid vouchers contingent on prior payment by the customer. The fee shall be due regardless of whether and when a voucher is redeemed. The risk of loss of vouchers shall pass to the customer when they are handed to it or, at its request, are handed over to the sender for dispatch.

2.1.2 Voucher on invoice [subsequent billing]

By arrangement, FMG shall also issue vouchers to the customer without prepayment. Admission to passengers of the customer shall then be billed on the basis of the redeemed vouchers that indicate



the customer and, if applicable, other attributes. FMG shall bill the customer for the recorded number of admissions for each period of time – monthly, unless otherwise agreed – when the period of time ends. By arrangement with FMG, the customer itself can also issue vouchers with specific attributes that enable recurrent billing of the customer for the number of admissions granted by them.

2.2 Card programmes [subsequent billing]

If FMG agrees with a customer to admit holders of a card issued by the customer to the name of the holder to the lounge, FMG shall admit the holder of the card if he/she furnishes the card and cooperates in the other authorisation steps agreed with the customer [in particular collection and storage of a card number and personal data]. The number of admissions to passengers shall also be billed to the customer [card issuer] monthly or for other agreed periods of time in this case.

2.3 Credit card and EC card

FMG shall also admit holders of a credit card accepted by it, if applicable with accompanying persons, to the lounge with direct debiting of the fee [charging to the card's account]. In addition, FMG shall also grant EC card holders admission to the lounges.

2.4 Regiondo

Regiondo GmbH offers tickets online on the FMG website for direct admission to the lounges at a specific time. The ticket is only valid in conjunction with a boarding pass valid for the day. The boarding pass and the ticket must be presented at the reception of the lounge. The ticket is valid for one person and a maximum stay of 2 hours. Flights are not called in the lounges.

Furthermore, vouchers may be purchased online via Regiondo and redeemed later when purchasing an admission ticket at the stated euro value. A voucher is valid up to the expiry of the last day of validity stated before the purchase and on the voucher and expires afterwards without replacement.

Anyone purchasing a voucher as a consumer has a legal right of revocation in accordance with Section 312g [1] German Civil Code [BGB]. In this respect, we refer to our separate conditions on the right of revocation.

When purchasing a ticket or redeeming a voucher when purchasing a ticket, the legal right of revocation under Section 312g [2] No. 9 BGB is ruled out, because the booking refers to a certain period. The General Terms and Conditions and the data protection provision of Regiondo GmbH apply in addition to these Terms and Conditions.

3. Scope of use

Passengers can stay in the lounge for up to 2 hours. The fee applies per passenger to this duration of stay. If a passenger stays in the lounge for considerably longer, FMG can charge the fee again.

In all cases, only the passenger as holder of the card or other means of authorisation, not the customer as well, shall be entitled to visit the lounge. Every passenger can visit the lounge and use the special services there, provided this is reasonable and customary given the circumstances. If food and drinks are served, they shall be consumed on the spot.

If the customer applies conditions to the passenger on how cards or other means of authorisation for admission or how lounges in general or at Munich Airport have to be used, FMG can invoke such conditions and apply them to the passenger in the same way as if it had agreed them with the passenger himself/herself.

The fees for visits to the lounge are considerations for visiting the lounge as such, irrespective of how many and what special services were expected or are actually available in the lounge. If individual services are not available, this shall not reduce the fee.

4. Validity period for fees and billing agreements

Agreements on subsequent billing can be terminated contractually giving a period of notice of one month to the end of a calendar month. Extraordinary rights on the part of either party to terminate them shall remain unaffected.

FMG can change the fees for lounge visits at any time unless otherwise agreed in this respect with a customer. The fee announced on the day of the lounge visit shall apply unless the lounge visit has been booked in advance for another fee or a pre-paid voucher was acquired.



5. Invoices, verification periods

FMG can demand payment of the fees immediately when its service is provided or by invoice with the payment period stated on it – usually within 10 days of the date of invoicing [receipt of the fee in one of the accounts named on the invoice]. Payment amounts stated on orders or elsewhere are always net and, if applicable, statutory value-added tax at the applicable rate shall be payable on them, unless tax-free sales in aviation are involved.

The customer consents that FMG can send invoices in paper form or electronically, at FMG's discretion.

The customer shall be responsible for verifying invoices from FMG relating to fees for admission and shall report its objections to FMG at least in text form within a reasonable period of time. A reasonable period of time shall be 1 month starting from the stated day of invoicing, unless FMG defines a longer period. If the customer does not raise any objection within the period of time, the invoice shall be regarded as being correct and accepted. FMG shall not retain documentary evidence of admission above and beyond the period of time for invoice verification. The general legal principles relating to the effects of silence in commercial transactions shall not be affected by this, even within shorter periods of time.

6. Security, delay

If FMG provides a customer with services before being paid for them [voucher on invoice, card programmes], it can demand reasonable security.

If such a customer is in delay in settling the fees, FMG can refuse further guests of the customer admission to the lounge, without prejudice to its further statutory rights.

7. Form of declarations

Text form [in particular e-mail between the stated e-mail accounts of the parties] shall be required

and sufficient for expressions of will in connection with the business transactions described here – in particular the conclusion of orders or billing agreements and notices of termination.

Either party can demand that the other confirm an agreement or declaration in written form. If FMG sends the customer a form in text form summarising the order data, with the request to sign and return the original form or a copy of it by fax or e-mail [scan] within a specific period of time, this shall be an offer that can only be accepted within this period of time and in this form. The plea of deficiencies in agreed forms of conclusion of a contract shall be excluded if FMG has provided the agreed service.

8. Final provisions

FMG shall collect, store and process data of the customer and passengers and send it to its vicarious agents where this is necessary to handle business transactions, for billing and for fulfilling retention obligations under fiscal law.

The sole place of performance of the obligations of both parties from the contractual relationship shall be Munich Airport campus.

Any disputes arising in connection with the contractual relationship shall be settled solely before a competent court of law at the place of performance.

The contractual relationship is governed by German law, to the exclusion of the UN Sales Convention and conflict-of-law rules. The German language version of these General Standard Terms and Conditions shall apply even if FMG holds these General Standard Terms and Conditions, a contractual document or confirmation or other correspondence vis-à-vis the customer in English or another language.

If a part of these provisions or a contractual relationship is invalid in part, the remaining part shall not be affected thereby.