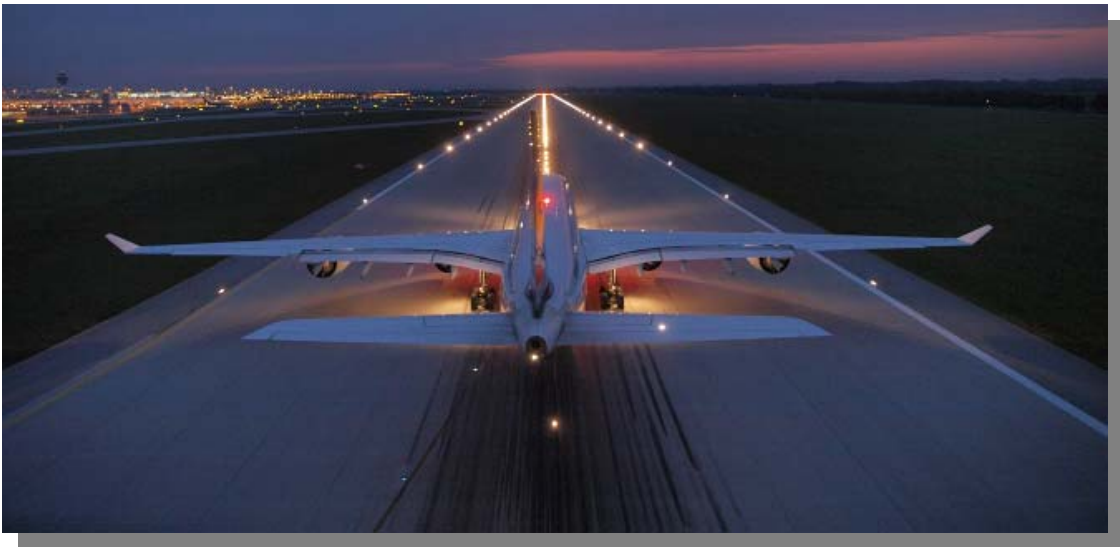


Price List

Effective as of 1 October 2011 to 30 September 2012



Content

1	Company portrait	Page	2
2	Aircraft towing services	Page	3
3	Aircraft de-/anti-icing services	Page	4
4	Air conditioning	Page	8
5	Other services	Page	8
6	Appendix	Page	8

1 Company portrait

EFM – Gesellschaft für Enteisen und Flugzeugschleppen am Flughafen München mbH was jointly formed by Lufthansa and Munich Airport (FMG) in 1992. Our ground services for aircraft include towing and pushback as well as deicing and air conditioning. In addition we offer training, consultation and technical support in towing and deicing.



EFM employs about 125 people, including more than 110 tractor drivers and deicing staff. We have a fleet of 23 towing tractors of all sizes and 24 deicing vehicles for one-man operation. For air conditioning we provide two air-conditioning vehicles and three heating units. Each year, we carry out up to 138,000 towing operations and up to 13,000 deicing operations.



If you have any questions concerning our services please do not hesitate to contact us!

EFM – Gesellschaft für Enteisen und Flugzeug-
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2 Aircraft towing services

Price per event

A/C cat.	Price
1	141,60 €
2	185,90 €
3	241,50 €

Prices do not include VAT.

Aircraft categories

A/C cat.	MTOW			Example
1	0	< 100,0	metric tons	A320, B737
2	100,0	< 200,0	metric tons	A300, B757
3		> 200,0	metric tons	A340, B747

The above mentioned prices are valid for towing services between aprons and maintenance areas including noise protection hangar as well as between apron for aircraft maintenance and maintenance hangar including noise protection hangar.

The event starts with provision of the towing vehicle at the aircraft and ends with parking of the aircraft at its final position. The price per event includes a period of 30 minutes. If the event takes longer than 30 minutes because of reasons which are caused by the customer 50 per cent of the price per event will be invoiced for each following 30-minutes-period.

3 Aircraft de-/anti-icing services

3.1 Prices for deicing of aircraft consist of several components:

COLD customers pay a seasonal flatfee (paragraph 3.2). In addition for every deicing treatment the respective event price (paragraph 3.2) and the amount of deicing fluid needed (paragraph 3.3) will be invoiced.

Non-COLD customers will be charged for each deicing treatment with the respective event price (paragraph 3.2) and the amount of deicing fluid needed (paragraph 3.3).

EFM reserves the right to charge an additional administrative fee of 2,00 % if payment is not made via IATA Clearing House.

3.2 Flatfee and event prices

The flatfee is calculated as follows:

The total number of departures during the winter schedule with the same type of aircraft is divided by the number of weeks of the winter schedule.

This „average number of departures during one week in the winter schedule“ is multiplied by the respective „base-factor“ for the aircraft type.

To determine this base-factor for calculating the flatfee the length of the aircraft is multiplied by the wingspan; the result is then multiplied by the respective price per m².

The respective event prices are calculated in the same manner as the base-factor.

Price per m ²	Flatfee	Event
COLD	1,63 €	0,10 €
Non-COLD	-	1,55 €

For the currently most common types of aircraft base-factors for the flatfee and event prices are listed in the table on pages 6 and 7.

3.3 Deicing fluid will be charged according to consumption.

Prices for deicing fluid are as follows:

Price per liter	Type I	Type IV
COLD	1,06 €	1,74 €
Non-COLD	2,67 €	3,44 €

3.4 All dimensions are determined in meters.

3.5 Discount for COLD

2,50%	1.000 <	5.000	departures during the first 21 weeks of winter schedule
5,00%	5.000 <	10.000	departures during the first 21 weeks of winter schedule
7,50%	10.000 <	20.000	departures during the first 21 weeks of winter schedule
10,00%	> =	20.000	departures during the first 21 weeks of winter schedule

3.6 Example calculation flatfee

During winter schedule 2011/2012 Example Airways is planning 399 departures with CRJ2, 588 departures with F70 and 126 departures with A320 ex MUC.

Which amount does Example Airways have to pay for the flatfee?

In a first step the average number of departures during one week in the winter schedule is calculated. Then the base-factor is determined. Finally, the flatfee is calculated by multiplying the average number of departures by the respective base-factor for the aircraft type.

1. Average number of departures
 The total number of departures during the winter schedule with the same type of aircraft is divided by the number of weeks of the winter schedule.

A/C Type	Departures	Weeks	Departures/Week
CRJ2	399	: 21	= 19
F70	588	: 21	= 28
A320	126	: 21	= 6

2. Base-factor
 To determine the base-factor the length of the aircraft is multiplied by the wingspan; the result is then multiplied by the respective price per m².

A/C Type	Length	Wingspan	Result (in round figures)	Price per m ²	Base-factor
CRJ2	26,80 m	x 21,20 m	= 568 m ²	x 1,63 €	= 925,84 €
F70	30,91 m	x 28,08 m	= 868 m ²	x 1,63 €	= 1.414,84 €
A320	37,57 m	x 34,10 m	= 1.281 m ²	x 1,63 €	= 2.088,03 €

3. Flatfee
 The average number of departures during one week in the winter schedule is multiplied by the respective base-factor for the aircraft type.

A/C Type	Departures/Week	Base-Factor	Flatfee
CRJ2	19	x 925,84 €	= 17.590,96 €
F70	28	x 1.414,84 €	= 39.615,52 €
A320	6	x 2.088,03 €	= 12.528,18 €
			69.734,66 €

The respective event prices are calculated in the same manner as the base-factor.

Calculation according to paragraph 3.2 results in the following prices per A/C type:

A/C type	Base-factor flatfee COLD	Event COLD	Event Non-COLD	Hands-on-check	A/C type	Base-factor flatfee COLD	Event COLD	Event Non-COLD	Hands-on-check
A124	8.255,95 €	506,50 €	7.850,75 €	80,00 €	B739W	2.456,41 €	150,70 €	2.335,85 €	50,00 €
A225	12.102,75 €	742,50 €	11.508,75 €	80,00 €	B741	6.868,82 €	421,40 €	6.531,70 €	80,00 €
A300	3.952,75 €	242,50 €	3.758,75 €	80,00 €	B742	6.868,82 €	421,40 €	6.531,70 €	80,00 €
A306	3.952,75 €	242,50 €	3.758,75 €	80,00 €	B743	6.868,82 €	421,40 €	6.531,70 €	80,00 €
A310	3.339,87 €	204,90 €	3.175,95 €	80,00 €	B744	7.421,39 €	455,30 €	7.057,15 €	80,00 €
A318	1.747,36 €	107,20 €	1.661,60 €	80,00 €	B74S	5.473,54 €	335,80 €	5.204,90 €	80,00 €
A319	1.881,02 €	115,40 €	1.788,70 €	80,00 €	B752	2.935,63 €	180,10 €	2.791,55 €	80,00 €
A320	2.088,03 €	128,10 €	1.985,55 €	80,00 €	B753	3.375,73 €	207,10 €	3.210,05 €	80,00 €
A321	2.472,71 €	151,70 €	2.351,35 €	80,00 €	B762	3.762,04 €	230,80 €	3.577,40 €	80,00 €
A332	5.799,54 €	355,80 €	5.514,90 €	80,00 €	B763	4.259,19 €	261,30 €	4.050,15 €	80,00 €
A333	6.255,94 €	383,80 €	5.948,90 €	80,00 €	B764	5.201,33 €	319,10 €	4.946,05 €	80,00 €
A342	5.837,03 €	358,10 €	5.550,55 €	80,00 €	B772	6.329,29 €	388,30 €	6.018,65 €	80,00 €
A343	6.255,94 €	383,80 €	5.948,90 €	80,00 €	B773	7.258,39 €	445,30 €	6.902,15 €	80,00 €
A345	7.028,56 €	431,20 €	6.683,60 €	80,00 €	BA11	1.514,27 €	92,90 €	1.439,95 €	50,00 €
A346	7.509,41 €	460,70 €	7.140,85 €	80,00 €	BA31	371,64 €	22,80 €	353,40 €	50,00 €
A388	9.507,79 €	583,30 €	9.041,15 €	80,00 €	BA41	578,65 €	35,50 €	550,25 €	50,00 €
A389	10.327,68 €	633,60 €	9.820,80 €	80,00 €	BA461	1.119,81 €	68,70 €	1.064,85 €	80,00 €
A748	1.297,48 €	79,60 €	1.233,80 €	80,00 €	BA462	1.225,76 €	75,20 €	1.165,60 €	80,00 €
AN12	2.048,91 €	125,70 €	1.948,35 €	80,00 €	BA463	1.330,08 €	81,60 €	1.264,80 €	80,00 €
AN22	6.066,86 €	372,20 €	5.769,10 €	80,00 €	BAE61	1.300,74 €	79,80 €	1.236,90 €	80,00 €
AN24	1.144,26 €	70,20 €	1.088,10 €	80,00 €	BE_Starsl	412,39 €	25,30 €	392,15 €	50,00 €
AN26	1.131,22 €	69,40 €	1.075,70 €	80,00 €	BE1900C	477,59 €	29,30 €	454,15 €	50,00 €
AN38	560,72 €	34,40 €	533,20 €	80,00 €	BE20	363,49 €	22,30 €	345,65 €	50,00 €
AN70	2.917,70 €	179,00 €	2.774,50 €	80,00 €	BE40	319,48 €	19,60 €	303,80 €	50,00 €
AN72	1.460,48 €	89,60 €	1.388,80 €	80,00 €	BE55	154,85 €	9,50 €	147,25 €	50,00 €
AT42	909,54 €	55,80 €	864,90 €	80,00 €	BE90	272,21 €	16,70 €	258,85 €	50,00 €
AT43	907,91 €	55,70 €	863,35 €	80,00 €	BE99	314,59 €	19,30 €	299,15 €	50,00 €
AT72	1.198,05 €	73,50 €	1.139,25 €	80,00 €	BN26	268,95 €	16,50 €	255,75 €	80,00 €
ATP	1.295,85 €	79,50 €	1.232,25 €	80,00 €	C130	2.264,07 €	138,90 €	2.152,95 €	80,00 €
B190	477,59 €	29,30 €	454,15 €	50,00 €	C160	2.112,48 €	129,60 €	2.008,80 €	80,00 €
B702	3.374,10 €	207,00 €	3.208,50 €	80,00 €	C404	278,73 €	17,10 €	265,05 €	50,00 €
B707-120	2.867,17 €	175,90 €	2.726,45 €	80,00 €	C5	8.366,79 €	513,30 €	7.956,15 €	50,00 €
B707-320	3.372,47 €	206,90 €	3.206,95 €	80,00 €	C500	285,25 €	17,50 €	271,25 €	50,00 €
B711	1.574,58 €	96,60 €	1.497,30 €	50,00 €	C525	301,55 €	18,50 €	286,75 €	50,00 €
B712	1.753,88 €	107,60 €	1.667,80 €	50,00 €	C560	384,68 €	23,60 €	365,80 €	50,00 €
B717	1.755,51 €	107,70 €	1.669,35 €	50,00 €	C650	453,14 €	27,80 €	430,90 €	50,00 €
B727	2.254,29 €	138,30 €	2.143,65 €	50,00 €	CAR7	1.232,28 €	75,60 €	1.171,80 €	50,00 €
B731	1.318,67 €	80,90 €	1.253,95 €	50,00 €	CAR9	1.378,98 €	84,60 €	1.311,30 €	50,00 €
B732	1.411,58 €	86,60 €	1.342,30 €	50,00 €	CARJ	925,84 €	56,80 €	880,40 €	50,00 €
B733	1.572,95 €	96,50 €	1.495,75 €	50,00 €	CE X	686,23 €	42,10 €	652,55 €	50,00 €
B734	1.714,76 €	105,20 €	1.630,60 €	50,00 €	CE208	296,66 €	18,20 €	282,10 €	50,00 €
B735	1.419,73 €	87,10 €	1.350,05 €	50,00 €	CE421	203,75 €	12,50 €	193,75 €	50,00 €
B736	1.744,10 €	107,00 €	1.658,50 €	50,00 €	CE560	384,68 €	23,60 €	365,80 €	50,00 €
B737	1.879,39 €	115,30 €	1.787,15 €	50,00 €	CL600-4	669,93 €	41,10 €	637,05 €	50,00 €
B737W	1.965,78 €	120,60 €	1.869,30 €	50,00 €	CN235	899,76 €	55,20 €	855,60 €	80,00 €
B738	2.205,39 €	135,30 €	2.097,15 €	50,00 €	CRJ2	925,84 €	56,80 €	880,40 €	50,00 €
B738W	2.304,82 €	141,40 €	2.191,70 €	50,00 €	D228	459,66 €	28,20 €	437,10 €	80,00 €
B739	2.353,72 €	144,40 €	2.238,20 €	50,00 €	D328	726,98 €	44,60 €	691,30 €	80,00 €

A/C type	Base-factor flatfee COLD	Event COLD	Event Non-COLD	Hands-on-check	A/C type	Base-factor flatfee COLD	Event COLD	Event Non-COLD	Hands-on-check
D32J	726,98 €	44,60 €	691,30 €	80,00 €	IL18	2.187,46 €	134,20 €	2.080,10 €	80,00 €
DC10	4.547,70 €	279,00 €	4.324,50 €	80,00 €	IL62	3.737,59 €	229,30 €	3.554,15 €	80,00 €
DC10-1	4.285,27 €	262,90 €	4.074,95 €	80,00 €	IL76	3.835,39 €	235,30 €	3.647,15 €	80,00 €
DC10-3	4.585,19 €	281,30 €	4.360,15 €	80,00 €	IL86	4.663,43 €	286,10 €	4.434,55 €	80,00 €
DC3	930,73 €	57,10 €	885,05 €	80,00 €	IL96	5.201,33 €	319,10 €	4.946,05 €	80,00 €
DC8	4.220,07 €	258,90 €	4.012,95 €	80,00 €	IL96M	6.363,52 €	390,40 €	6.051,20 €	80,00 €
DC9	1.708,24 €	104,80 €	1.624,40 €	50,00 €	JS31	371,64 €	22,80 €	353,40 €	80,00 €
DC91	1.413,21 €	86,70 €	1.343,85 €	50,00 €	JU52	901,39 €	55,30 €	857,15 €	80,00 €
DC92	1.476,78 €	90,60 €	1.404,30 €	50,00 €	L101-1	4.187,47 €	256,90 €	3.981,95 €	80,00 €
DC93	1.687,05 €	103,50 €	1.604,25 €	50,00 €	L101-5	4.091,30 €	251,00 €	3.890,50 €	80,00 €
DC94	1.776,70 €	109,00 €	1.689,50 €	50,00 €	L1102	4.180,95 €	256,50 €	3.975,75 €	80,00 €
DC95	1.890,80 €	116,00 €	1.798,00 €	50,00 €	L1105	4.086,41 €	250,70 €	3.885,85 €	80,00 €
DH7	1.137,74 €	69,80 €	1.081,90 €	80,00 €	L188	1.569,69 €	96,30 €	1.492,65 €	80,00 €
DH8A	938,88 €	57,60 €	892,80 €	80,00 €	LR35	293,40 €	18,00 €	279,00 €	50,00 €
DH8C	1.149,15 €	70,50 €	1.092,75 €	80,00 €	LR45	422,17 €	25,90 €	401,45 €	50,00 €
DH8D	1.520,79 €	93,30 €	1.446,15 €	80,00 €	LR55	366,75 €	22,50 €	348,75 €	50,00 €
E110	378,16 €	23,20 €	359,60 €	50,00 €	LR60	389,57 €	23,90 €	370,45 €	50,00 €
E120	645,48 €	39,60 €	613,80 €	50,00 €	MD11	5.163,84 €	316,80 €	4.910,40 €	80,00 €
E130	863,90 €	53,00 €	821,50 €	50,00 €	MD80	2.415,66 €	148,20 €	2.297,10 €	50,00 €
E135	860,64 €	52,80 €	818,40 €	50,00 €	MD81	2.415,66 €	148,20 €	2.297,10 €	50,00 €
E145	971,48 €	59,60 €	923,80 €	50,00 €	MD82	2.415,66 €	148,20 €	2.297,10 €	50,00 €
E170	1.266,51 €	77,70 €	1.204,35 €	50,00 €	MD83	2.415,66 €	148,20 €	2.297,10 €	50,00 €
E175	1.341,49 €	82,30 €	1.275,65 €	50,00 €	MD87	2.132,04 €	130,80 €	2.027,40 €	50,00 €
E190	1.695,20 €	104,00 €	1.612,00 €	50,00 €	MD88	2.415,66 €	148,20 €	2.297,10 €	50,00 €
E195	1.809,30 €	111,00 €	1.720,50 €	50,00 €	MD903	2.492,27 €	152,90 €	2.369,95 €	50,00 €
F100	1.626,74 €	99,80 €	1.546,90 €	50,00 €	MD905	2.492,27 €	152,90 €	2.369,95 €	80,00 €
F27	1.189,90 €	73,00 €	1.131,50 €	80,00 €	N262	710,68 €	43,60 €	675,80 €	50,00 €
F28	1.209,46 €	74,20 €	1.150,10 €	80,00 €	P180	386,31 €	23,70 €	367,35 €	50,00 €
F2TH	609,62 €	37,40 €	579,70 €	80,00 €	PA31	213,53 €	13,10 €	203,05 €	50,00 €
F50	1.193,16 €	73,20 €	1.134,60 €	80,00 €	PA42	316,22 €	19,40 €	300,70 €	50,00 €
F70	1.414,84 €	86,80 €	1.345,40 €	50,00 €	PC6	283,62 €	17,40 €	269,70 €	80,00 €
FA10	296,66 €	18,20 €	282,10 €	50,00 €	S210	1.843,53 €	113,10 €	1.753,05 €	50,00 €
FA20	456,40 €	28,00 €	434,00 €	50,00 €	S601	286,88 €	17,60 €	272,80 €	50,00 €
FA50	572,13 €	35,10 €	544,05 €	50,00 €	SB20	1.100,25 €	67,50 €	1.046,25 €	50,00 €
FA90	640,59 €	39,30 €	609,15 €	50,00 €	SF34	689,49 €	42,30 €	655,65 €	50,00 €
G IV	976,37 €	59,90 €	928,45 €	50,00 €	SH33	656,89 €	40,30 €	624,65 €	50,00 €
GLEX	1.416,47 €	86,90 €	1.346,95 €	50,00 €	SH36	805,22 €	49,40 €	765,70 €	50,00 €
Globm_III	4.472,72 €	274,40 €	4.253,20 €	80,00 €	SW4	506,93 €	31,10 €	482,05 €	50,00 €
Gulf_100	461,29 €	28,30 €	438,65 €	50,00 €	T134	1.783,22 €	109,40 €	1.695,70 €	50,00 €
Gulf_200	547,68 €	33,60 €	520,80 €	50,00 €	T154	3.727,81 €	228,70 €	3.544,85 €	50,00 €
Gulf_II	834,56 €	51,20 €	793,60 €	50,00 €	T204	3.141,01 €	192,70 €	2.986,85 €	80,00 €
Gulf_III	976,37 €	59,90 €	928,45 €	50,00 €	Transall	2.112,48 €	129,60 €	2.008,80 €	80,00 €
Gulf_IV	1.041,57 €	63,90 €	990,45 €	50,00 €	YK40	829,67 €	50,90 €	788,95 €	50,00 €
Gulf_V	1.331,71 €	81,70 €	1.266,35 €	50,00 €	YK42	2.068,47 €	126,90 €	1.966,95 €	50,00 €
H25B	422,17 €	25,90 €	401,45 €	50,00 €					
Herkules	2.264,07 €	138,90 €	2.152,95 €	80,00 €					

4 Air conditioning

Price per 15 minutes (or part thereof): 45,00 €

5 Other services

Prices for other services have to be fixed in individual contracts.

6 Appendix

- Allgemeine Geschäftsbedingungen für Flugzeugschleppen und sonstige Dienstleistungen, durchgeführt von der EFM – Gesellschaft für Enteisen und Flugzeugschleppen am Flughafen München mbH als Auftragnehmer (AGB)/Standard Terms of Aircraft Towing and Other Services performed by EFM - Gesellschaft für Enteisen und Flugzeugschleppen am Flughafen München mbH as the Handling Company.
- Standard Conditions for Aircraft De-/Anti-Icing Services at Munich Airport.

ALLGEMEINE GESCHÄFTSBEDINGUNGEN FÜR FLUGZEUGSCHLEPPEN UND SONSTIGE DIENSTLEISTUNGEN, durchgeführt von der EFM - Gesellschaft für Enteisen und Flugzeugschleppen am Flughafen München mbH als Auftragnehmer

STANDARD TERMS OF AIRCRAFT TOWING AND OTHER SERVICES performed by EFM - Gesellschaft für Enteisen und Flugzeugschleppen am Flughafen München mbH as the Handling Company

1. Durchführung von Flugzeugschlepps und anderen Leistungen

- 1.1. Auf Veranlassung des Auftraggebers führt der Auftragnehmer Flugzeugschlepps und andere, umseitig spezifizierte Leistungen durch. Die Durchführung von Flugzeugschlepps richtet sich nach Abschnitt 2.3. der Flughafenbenutzungsordnung.
- 1.2. Sofern schriftlich nicht anders vereinbart, findet die am Tag der Leistungserbringung gültige Preisliste des Auftragnehmers Anwendung. Sonn- und Feiertagszuschläge werden nicht erhoben.

2. Voraussetzungen der Leistungserbringung

- 2.1. Der Auftragnehmer ist nur verpflichtet, bestellte Leistungen im Rahmen seiner Möglichkeiten zu erbringen.
- 2.2. Der Auftragnehmer wird von der Verpflichtung zur Leistung frei, wenn er dem Auftraggeber unverzüglich mitteilt, dass er aus einem der folgenden Gründe zur Leistungserbringung nicht in der Lage ist:
 - arbeitsrechtliche Auseinandersetzungen, die Streiks und sonstige Arbeitsniederlegungen einschließen oder
 - höhere Gewalt oder andere Ursachen, die für den Auftragnehmer nicht beeinflussbar sind.

3. Zahlungsbedingungen

- 3.1. Der gesamte Rechnungsbetrag wird mit Erhalt der Rechnung fällig und ist sofort und ohne Abzüge zahlbar. Der Auftraggeber gerät in Verzug, wenn er fällige Zahlungen nicht spätestens 30 Tage nach Zugang der Rechnung oder einer gleichwertigen Zahlungsaufforderung begleicht. Dem Auftragnehmer bleibt vorbehalten, den Verzug durch die Erteilung einer nach Fälligkeit zugehenden Mahnung zu einem früheren Zeitpunkt herbeizuführen. Ist der Auftraggeber mit der Zahlung in Verzug, so werden Verzugszinsen in Höhe von 5% über dem Basiszinssatz (gemäß § 1 Diskontsatzüberleitungsgesetz) der Deutschen Bundesbank fällig.
- 3.2. Beschwerden sind spätestens 30 Tage nach Rechnungslegung in schriftlicher Form mitzuteilen. Nach ungenutztem Verstreichen dieser Frist gilt die Rechnung als uneingeschränkt genehmigt durch den Auftraggeber.
- 3.3. Der Auftragnehmer ist berechtigt, Vorauszahlungen bis zur vollen Höhe des voraussichtlichen Rechnungsbetrages zu verlangen. Diese sind vor Leistungserbringung zu bewirken. Überzahlungen werden erstattet, Unterzahlungen werden nach berechnet.
- 3.4. Sofern schriftlich nicht anders vereinbart, sind Zahlungen ausschließlich in EURO (€) und auf eines der in der Rechnung angegebenen Bankkonten zu leisten.
- 3.5. Der Auftraggeber ist zur Aufrechnung mit eigenen Forderungen oder zur Geltendmachung von Zurückbehaltungsrechten nicht berechtigt, soweit solche Ansprüche nicht vom Auftragnehmer anerkannt oder von einem zuständigen Gericht rechtskräftig festgestellt wurden.
- 3.6. Zahlungen werden direkt, über IATA Clearing House, Flughafen München GmbH, EFM oder einem von der EFM beauftragten Inkassobüro abgerechnet, sofern keine andere Vereinbarung zwischen Fluglinie und Auftragnehmer getroffen wird.

4. Haftung und Schadenersatz

- 4.1. Der Auftragnehmer, dessen Mitarbeiter und sonstigen Erfüllungsgehilfen werden von jeglicher Haftung für Schäden, die dem Auftraggeber im Zusammenhang mit der umseitig beschriebenen Leistung entstehen, freigestellt, soweit bei der Entstehung des Schadens nicht vorsätzliches oder grob fahrlässiges Verhalten des Auftragnehmers, seiner Mitarbeiter oder sonstigen Erfüllungsgehilfen mitgewirkt hat. Diese Haftungsbefreiung erstreckt sich auf Beschädigung oder Verlust von Gegenständen, auf die Verletzung oder den Tod von Personen und jeglichen sonstigen vom Auftraggeber erlittenen Schaden einschließlich Vermögensschäden.
- 4.2. Unter den gleichen Voraussetzungen und im selben Umfang werden der Auftragnehmer, seine Mitarbeiter und sonstigen Erfüllungsgehilfen durch den Auftraggeber auch von jeglichen Ansprüchen Dritter freigestellt, die im Zusammenhang mit der umseitig beschriebenen Leistung geltend gemacht werden.

5. Allgemeine Bestimmungen

- 5.1. Gerichtsstand für alle aus diesem Vertrag entstehenden Ansprüche und Streitigkeiten ist München, Bundesrepublik Deutschland.
- 5.2. Für Anwendung, Beurteilung und Auslegung dieses Vertrags und alle daraus entstehenden Streitigkeiten und Ansprüche gilt das Recht der Bundesrepublik Deutschland.

6. Anwendbarkeit und Teilnichtigkeit

- 6.1. Die vorgenannten Allgemeinen Geschäftsbedingungen des Auftragnehmers sind auf alle umseitig beschriebenen Leistungen uneingeschränkt anwendbar und gehen jeglichen beim Auftraggeber bestehenden Regelungen vor. Vom Auftraggeber verwendete Allgemeine Geschäftsbedingungen finden keine Anwendung.
- 6.2. Sollten einzelne Bestimmungen dieses Vertrags oder Teile solcher Bestimmungen unwirksam sein, so bleiben die übrigen Bestimmungen, die gültigen Teile einzelner Bestimmungen und der Vertrag selbst hiervon unberührt.

7. Weitergabe personenbezogener Daten an Dritte

- 7.1. Daten werden zur Auftragsabwicklung und Rechnungsstellung elektronisch gespeichert und verarbeitet.
- 7.2. Dritte, denen Daten im Rahmen der Auftragsdatenverarbeitung weitergegeben werden, unterliegen ebenfalls den datenschutzrechtlichen Bestimmungen und sind vertraglich zur Vertraulichkeit verpflichtet.
- 7.3. Gerichten, Behörden oder anderen staatlichen Einrichtungen gegenüber können wir zur Auskunft verpflichtet sein. Im Übrigen werden Ihre Daten nicht an Dritte weitergegeben.

München, den 01. Oktober 2010

1. Provision of Towing and other Services

- 1.1. On request of the Carrier, the Handling Company shall perform aircraft towing and other services as specified overleaf for the Carrier. Aircraft Towing services shall be performed according to section 2.3 of the "Flughafenbenutzungsordnung" (User Regulations of Munich Airport).
- 1.2. Unless otherwise agreed in writing, the Handling Company's price list valid at the time of performance of the service shall apply. No extra charges shall be made for providing services on Sundays or on public holidays.

2. Standard of Work

- 2.1. Services shall be made available within the limits of possibilities of the Handling Company.
- 2.2. The Handling Company shall be exempt from obligation, if prompt notification is given, in respect of any failure to perform its obligations under this conditions arising from
 - labour disputes involving complete or partial stoppage of work or delay in the performance of work;
 - or force majeure or any other cause beyond control of the Handling Company.

3. Payments

- 3.1. The total amount invoiced for the services is due and immediately payable without any deduction upon submission of the invoice. The Carrier will come in default, if payable accounts are not settled within 30 days after receipt of the invoice. The Carrier will come in default before expiry of this thirty (30) day period when the Handling Company sends a dunning letter any time after due date. If the Carrier is in default with the payment the Handling Company may demand and the Carrier agrees to pay interest at an annual rate of five (5) per cent above the discount rate (according to § 1 Diskontsatzüberleitungsgesetz) of the German Federal Reserve Bank from due date.
- 3.2. Complaints regarding invoices must be made in writing not later than thirty (30) days after the invoice has been submitted (term of preclusion).

- 3.3. The Handling Company is entitled to demand advance payment up to the full estimated amount to be invoiced. Advance payments shall be effected before the redelivery of the subject matter. Overcollections will be refunded, undercollections will be invoiced.

- 3.4. Unless otherwise agreed upon in writing, payments must be made in EURO (€) to one of the bank accounts stated on the invoice.

- 3.5. The Carrier is not entitled to set off any claims against the Handling Company's claims nor to claim a right of retention, unless such rights are acknowledged by the Handling Company or by the final decision of a competent court.

- 3.6. Settlement of invoices shall be effected through IATA Clearing House, Flughafen München GmbH, EFM or another collection agency on behalf of EFM, unless otherwise agreed between the Carrier and the Handling Company.

4. Liability and Indemnity

- 4.1. The Handling Company, its personnel and its subcontractors shall not be liable towards the Carrier, except in cases of wilful misconduct or gross negligence of the Handling Company, its personnel and its subcontractors. This release by the Carrier includes any damage to or loss of property including any aircraft as well as bodily injury or death or other damages sustained by the Carrier. This provision shall apply for any such liabilities arising in any way in connection with the performance of work by the Handling Company hereunder. These claims and liabilities include costs and expenses incident thereto as well as consequential damages.

- 4.2. Under the same circumstances and up to the same extent the Carrier shall also indemnify and hold harmless the Handling Company, its personnel and its subcontractors from any and all liabilities of any third party arising in any way in connection with this agreement during or after the performance of work by the Handling Company.

5. General

- 5.1. Place of performance and jurisdiction for all obligations or disputes arising from the Contract is Munich, Federal Republic of Germany.
- 5.2. This Contract shall be governed by and interpreted in accordance with the laws of the Federal Republic of Germany.

6. Applicability and Partial Nullity

- 6.1. The above-stated terms and conditions of the Handling Company are exclusive and take precedence over the terms and conditions of any other document of the Carrier concerning the services performed hereunder. General terms used by the Carrier cannot be applied.
- 6.2. In case of partial nullity of these conditions, both parties agree that such part or parts thereof which are not null shall remain in force.

7. Forwarding of data to third parties

- 7.1. Data is stored electronically for order transaction and payment purposes.
- 7.2. Third parties who receive data as data processing contractors are also subject to data protection regulations and contractual confidentiality obligations.
- 7.3. We may be obliged to provide data to courts, public authorities or other state bodies. Your data will otherwise not be made available to third parties.

Munich, October 01, 2010

Standard Conditions for Aircraft De-/Anti-Icing Services at Munich Airport

performed by

EFM - Gesellschaft für Enteisen und Flugzeugschleppen am Flughafen München mbH - (Aircraft Deicing and Towing at Munich Airport), 85356 Munich Airport, RGS 1, Apron West

(hereinafter referred to as „The Handling Company“)

1 Provision of De-/Anti-Icing Services

- 1.1 The Handling Company shall perform de-/anti-icing services for the Carrier on special deicing areas at Munich Airport according to the „Flughafenbenutzungsordnung“ (User Regulations of Munich Airport) part II, section 2.5.4 with appendix „Central Infrastructure Facilities“ and section 2.8.
- 1.2 Unless otherwise agreed in writing, Handling Company's price list for Deicing at Munich-Airport („Non-Cold“) valid at the time of performance of work shall apply. No extra charges shall be made to the Carrier for providing de-/anti-icing services on Sundays or on public holidays.

2 Standard of Work

- 2.1 De-/anti-icing services shall be made available within the bounds of possibilities of the Handling Company. Services to be performed are in accordance with ISO 11076, de-/anti-icing fluids used are in accordance with ISO 11075 and 11078.
- 2.2 The after anti-icing check will be performed by visual inspection only and is excluding any inspection by touch. If any other inspections than visual become essential these must be initiated by the Carrier.
- 2.3 The Handling Company shall be exempt from obligation, if prompt notification is given, in respect of any failure to perform its obligations under these Conditions arising from
 - labour disputes involving complete or partial stoppage of work or delay in the performance of work;
 - or force majeure or any other cause beyond control of the Handling Company.
- 2.4 Sequence for de-/anti-icing services is given by Air Traffic Control and cannot be influenced by the Handling Company.

3 Payments

- 3.1 The total amount invoiced for the services is due and immediately payable without any deduction upon submission of the invoice. If the Carrier is in default with the payment the Handling Company may, after a formal notice, demand and the Carrier agrees to pay interest at an annual rate of three (3) per cent above the discount rate of the German Federal Reserve Bank from due date.
- 3.2 Complaints regarding invoices must be made in writing not later than thirty (30) days after the invoice has been submitted (term of preclusion).
- 3.3 The Handling Company is entitled to demand advance payment up to the full estimated amount to be invoiced. Advance payments shall be effected before the redelivery of the subject matter. Over-collections will be refunded, under-collections will be invoiced.
- 3.4 Unless otherwise agreed upon in writing, payments must be made in Euro to one of the bank accounts stated on the invoice.
- 3.5 The Carrier is not entitled to set off any claims against the Handling Company's claims nor to claim a right of retention, unless such rights are acknowledged by the Handling Company or by the final decision of a competent court.
- 3.6 Settlement of invoices shall be effected through IATA Clearing House, Flughafen München GmbH, EFM or another collection agency on behalf of EFM, unless otherwise agreed between the Carrier and the Handling Company.

4 Liability and Indemnity

- 4.1 The Handling Company, its personnel and its subcontractors shall not be liable towards the Carrier, except in cases of willful misconduct or gross negligence of the Handling Company. This release by the Carrier includes any damage to or loss of property including any aircraft as well as bodily injury or death or other damages sustained by the Carrier.

This provision shall apply for any such liabilities arising in any way in connection with the performance of work by the Handling Company or its subcontractors.
- 4.2 The Carrier shall indemnify and hold harmless the Handling Company, its personnel and its subcontractors from any and all liabilities of any third party arising in any way in connection with these standard conditions during or after the performance of work by the Handling Company.

This indemnification shall not apply in cases of proven willful misconduct or gross negligence of the Handling Company.
These claims and liabilities include costs and expenses incident thereto as well as consequential damages.

5 General

- 5.1 The exclusive place of jurisdiction for any legal actions that should arise out of or in connection with these standard conditions shall be Munich.
- 5.2 The law of the Federal Republic of Germany shall apply.

6 Partial Nullity

In case of partial nullity of these conditions, both parties agree that such part or parts thereof which are not null shall remain in force.

7 Duration and Termination

The above-stated terms and conditions of the Handling Company are exclusive and take precedence over the terms and conditions of any other document of the Carrier concerning the services performed hereunder. General terms used by the Carrier cannot be applied.

8 Forwarding of data to third parties

Data is stored electronically for order transaction and payment purposes. Third parties who receive data as data processing contractors are also subject to data protection regulations and contractual confidentiality obligations. We may be obliged to provide data to courts, public authorities or other state bodies. Your Data will otherwise not be made available to third parties.