

Flughafen Hamburg GmbH (FHG), of Flughafenstrasse 1-3, 22335 Hamburg, offers to provide transport, catering and attendant services (VIP Service) to passengers. The provision of these services is subject to these Terms & Conditions, in conjunction with the general Terms & Conditions of Business of FHG (Hamburg Airport *Allgemeine Geschäftsbedingungen/AGB*) and in particular with the Airport Usage Regulations (AUR, *Flughafenbenutzungsordnung/FBO*). The customer's terms & conditions of business are only applicable when expressly agreed to by FHG.

I. OBJECT OF CONTRACT

The individual services provided within the VIP Service are described in the document "Price list & services" (VIP Service Price List) available at www.hamburg-airport.de. The provision of attendant services begins two hours before scheduled departure. For flights to destinations outside the Schengen Area, provision begins three hours before departure. After arrival, a maximum of one hour of attendant services is included. Longer attendant periods are subject to additional costs, to be clarified with VIP Services in advance.

II. CONCLUSION OF CONTRACT

In submitting the reservation form, the Customer makes an offer to FHG to conclude a contract for the provision of the VIP services requested. Upon delivery to the Customer of FHG's confirmation of reservation, the contract for the provision of services requested is concluded.

The reservation form is available online at:

<https://www.hamburg-airport.de/resource/blob/60898/e44e4442c9ab6544d50f24c0629c931a/reservierungsformular-data.pdf>

Reservation requests should be submitted as early as possible. Reservation requests submitted less than 48 hours prior to the departure or arrival time are subject to a last-minute surcharge amounting to 30% of the normal service charges. Service availability cannot be guaranteed, even for earlier reservations. Amendment requests are to be sent by email to VIP-Service@ham.airport.de.

FHG is entitled to have aspects of the VIP services provided by other companies as subcontractors or, where the use of such external service provider is made clear, as a contractual partner for the Customer.

III. CANCELLATION

1. Cancellation by the customer is possible, subject to a charge. Cancellation charges are as follows: Cancellation or amendment 96 hours before departure/arrival time = 100% The charges for cancellation and amendment listed in the "Price list & services" document shall apply where they differ from those listed here.

There is no legal Right of Withdrawal, in accordance to the German Civil Code (*BGB*) Art. 312g Paragraph 2 No. 9 (contract for provision of services on a specific date).

2. Cancellation by FHG

FHG is entitled to withdraw from the contract up to 24 hours prior to the departure/arrival time in the event of a change,

after conclusion of the contract, in the essential circumstances necessary for the commercially viable provision of the service. This is in particular the case if insufficient personnel are available to provide the service (for example due to illness). Withdrawal shall be notified using the same means of communication used for the reservation.

IV. OBLIGATIONS OF CUSTOMER

The customer and accompanying persons retain full responsibility for carrying out and/or cooperating in official measures such as customs, passport control and aviation safety checks. Goods to be declared and cash must be declared to Customs in advance by the Customer. The additional effort and/or expense incurred in the provision of VIP Service support with declarable goods shall be subject to additional charges in accordance with the price list.

Insofar as the Customer has a written exemption from any checks or inspections pursuant to Art. 7 of the Aviation Security Act (*LuftSiG*), FHG is to be informed of this in advance in the process of making the reservation.

The Customer must be in possession of valid travel documents and a valid ticket for the flight listed in the reservation request.

The VIP Service does not exempt the Customer from normal procedures of air travel. In particular, check-in times and the mandatory security checkpoint procedures cannot be influenced by the VIP Service. It is therefore the Customer's own responsibility to arrive in good time. No guarantee can be provided for the realisation of the journey.

V. INVOICING/PAYMENT

The following means of payment are available: credit card, EC card, bank transfer on invoice. FHG's Terms of Payment apply.

VI. LIABILITY

In the provision of the VIP Service, FHG is liable for deliberate and grossly negligent behaviour and for injury to life, limb and health. FHG is only liable for damages resulting from simple negligence where essential contractual obligations have not been impacted and the occurrence of the damage was foreseeable as typical for the contract.

FHG is only liable for damages caused by third parties within the limits of the limits to liability stated above and only when the third parties involved were serving as agents or subcontractors of FHG.

VII. FINAL PROVISIONS

This contract is subject to German law, excluding the norms of conflict of laws and of UN commercial law. The German-language version of this contract alone is exclusively legally binding.

Should any provision or provisions of this agreement be ineffective or invalid, this shall not in any way affect the validity or effectiveness of the remaining provisions.

The parties hereby agree to replace the ineffective or invalid provision(s) with provision(s) that as closely as possible satisfy the commercial intention of the original provision(s). The same shall apply in the event that omissions in need of additional provisions are identified in this contract. The competent jurisdiction is Hamburg.