

## General Terms and Conditions of Vienna Airport FBO GmbH, Company Number 166246f, LG (Regional Court) Korneuburg, for VIP Services

### 1. General provisions

(1) The following General Terms and Conditions of Vienna Airport FBO GmbH (hereinafter "VAF") apply to VIP services. Such VIP services assist passengers with required tasks in connection with departing from, arriving at or transferring at Vienna Airport (hereinafter "flight event") as well as with special services at a separate terminal for a fee. These General Terms and Conditions are an integral part of the contract and shall also apply to its conclusion. Any other terms and conditions of contractual partners or third parties shall not apply, even if VAF does not separately object to their validity in the individual case. The contractual partner expressly recognises and agrees to these General Terms and Conditions before concluding the contract.

(2) VAF reserves the right to change or modify these General Terms and Conditions at any time.

(3) Clients with reduced mobility shall be entitled to a separate, free service to be requested from the relevant airline or tour operator in accordance with Regulation (EC) No 1107/2006. VAF may also assist clients with reduced mobility upon request, unless they require permanent medical care or are confined to bed, and the fact of their reduced mobility was communicated to VAF when requesting VIP services. Otherwise, it may not be possible to provide assistance within the context of VIP services or only with considerable waits.

### 2. Contract conclusion

(1) VIP services may be booked in any of the following ways:

- using the booking form on the website:  
[vip.viennaairport.com/en](http://vip.viennaairport.com/en)
- by email to [vip@viennaairport.com](mailto:vip@viennaairport.com)

Further information is available by calling VAF at +43-1-7007-23300

(2) Any special services may only be booked in addition to a booked VIP service package.

(3) The client agrees to the legally binding nature of the booking request upon submitting the booking form. In case such a booking request is submitted by a third party, such third party agrees to have been commissioned and authorised by the client to submit a legally binding booking request for VIP services as well as special services and agrees to the legally binding effect of the booking request. The booking agent and contractual partner shall be the person named as such in the booking form.

(4) Booking requests for VIP services shall be submitted in good time but no later than 24 hours prior to the flight event, by providing all required information in accordance with the current flight schedule of Vienna Airport (scheduled time of arrival, in short STA, and scheduled time of departure, in short STD) in writing by submitting the completed booking form or an email (see Section 2.1). In the case of a booking request by telephone, the details of such a request shall be confirmed in writing by the client or booking agent. Any short-term requests are subject to availability and may be realised for a surcharge as indicated in the price list.

(5) The contract shall become legally binding when VAF submits an offer in writing and the contractual partner accepts such offer in writing. The contractual partner shall check the services listed in the contract for accuracy and inform VIP services of any errors by sending an email to [vip@viennaairport.com](mailto:vip@viennaairport.com) without delay.

(6) The contract shall not become legally binding, and VAF shall not

provide the agreed VIP services unless credit card details are provided or advance payment is made. The contract shall be provisionally invalid until credit card details are provided or advance payment is made. Credit cards shall not be charged until after booked services have been provided.

(7) VAF shall endeavour to process and, if applicable, confirm booking requests to the best of its operational abilities. In case of heavy demand, however, it may be necessary to place the client on a waiting list. The contract shall be concluded at least one day prior to the booked provision of services.

(8) If a contractual partner expresses special wishes during handling on site or requires special services that are not listed in the contract, such services shall be separately charged and invoiced.

(9) VAF reserves the right to cancel the booking by a contractual partner and/or third party for important reasons, in particular in case of emergency, without giving rise to any obligation to pay compensation.

### 3. Subject

(1) The subject of the contract is exclusively and finally the paid performance of services as defined in the booking offer.

(2) The VIP services provided by VAF comprise as follows:

- a) ensuring and coordinating the VIP travel process for departure, arrival or transfer, including requested special services;
- b) business management for provided VIP services;
- c) providing VIP lounge areas, luxury vehicles and VIP assistants for services;
- d) serving passengers within the scope of the travel process and during their stay in a VIP lounge area; and
- e) providing informational material for the contractual partner and client in both German and English in the course of the booking process in order to ensure the smooth performance of services.

Detailed information on the range of provided services is available in the current service catalogue and price list at [vip.viennaairport.com/en](http://vip.viennaairport.com/en) as well as the booking confirmation.

#### (3) Special services

VAF arranges further services requested by the contractual partner, such as catering, hotel reservations, rental cars or limousine transfers. VAF does not perform such special services itself but shall instruct third parties in accordance with the booking request of the client. VAF shall not assume responsibility for special services and shall not be held liable for the consequences of any such services or missed services.

In the event that any personal belongings of the travelling client are lost in the course of the flight, the travelling client shall contact the airline or assert any possible claims against the airline. Nevertheless, VAF agrees to support the travelling client, if necessary, in establishing contact and/or transferring the necessary information to the airline or ground handler. Any further correspondence shall exclusively take place with the airline.

### 4. Obligations of the contractual partner

(1) In order to ensure the smooth performance of agreed services, the contractual partner of VAF shall observe the following requirements:

1. Correctly and accurately furnish all data that are required for

- providing booked services (number of contractual partners, their names, airline, flight number, date and time).
2. Respect and comply with all relevant official and legal requirements of the country from which the flight departs, the country to which the flight is headed and/or the country in which transfers between flights take place.
  3. Be in possession of valid travel documents for the country to which the passengers are traveling and/or in which they will transfer to a connecting flight.
  4. Be in possession of valid airline tickets for the flight indicated when booking.
  5. Undergo a security check unless they present written proof that they are exempt from such a check.
  6. Observe the airport's and airline's general security and safety rules and regulations.
  7. Arrive at the VIP terminal in good time prior to the scheduled time of departure (STD).
  8. Treat the lounge facilities with due care.
  9. If the travelling clients travel with more luggage than included in their airline ticket, they shall notify VAF in good time (at least 12 hours) before the flight event in order to ensure the smooth performance of services. If the travelling clients fail to notify VAF of their excess luggage, VAF cannot guarantee the agreed performance of services. VAF shall not be liable for any damage arising from such failure.
  10. The party booking the service shall inform the travelling clients as well as any persons dropping off or picking up (meeters & greeters) the clients about the detailed requirements to ensure the smooth performance of agreed services or meetings as defined in the booking confirmation.
  11. The contractual partner shall remain responsible for their personal belongings during the entire time VAF provides VIP services. The contractual partner shall assume responsibility for observing any applicable security, customs and entry regulations as well as corresponding obligations.

If the contractual partner fails to meet any of these requirements, such failure may restrict or entirely prevent the performance of the contract. In such case, the contractual partner forfeits any and all rights to a refund of or credit for the price paid for booked services.

#### 5. Payment, fee

(1) The costs for VIP services shall be paid either in advance or by credit card. Credit cards shall be charged immediately after booked services have been provided. Payment based on invoices shall be subject of a separate agreement and requires a documented flawless payment history on the part of the contractual partner.

(2) The prices for VIP services are indicated in the current price list as available on the website for VIP services at [vip.viennaairport.com/en](http://vip.viennaairport.com/en).

(3) If the client requests special services that are not covered in the offer, in particular the handling of additional passengers not included in the originally booking request, the contractual partner shall pay for such services separately.

(4) Business clients: if payment is not made in due time, the contractual partner shall pay the statutory interest for late payment pursuant to Section 456 of the Austrian Commercial Code (UGB) at a rate of 9.2 percentage points above the base interest rate of the Austrian National Bank (Oesterreichische Nationalbank). The contractual partner shall also compensate VAF for all pre-litigation reminder and collection costs as well as VAT incurring due to the late payment.

(5) Private clients: if payment is not made in due time, the contractual partner shall pay the statutory interest rate of 4 percentage points for late payment (pursuant to Section 1000 of the of the Austrian Civil Code; ABGB) unless otherwise agreed. The contractual partner shall also compensate VAF for all pre-litigation reminder and

collection costs as well as VAT incurring due to the late payment.

#### 6. Cancellation / withdrawal / flight cancellation / no show / booking changes

##### (1) Cancellation / withdrawal

Booked VIP services with binding effect may be cancelled free of charge in writing by email up until 48 hours prior to the flight event (STA / STD) according to the flight schedule of Vienna Airport.

If a cancellation is made less than 48 hours prior to the flight event, the following fees shall be charged:

- Between 48 and 24 hours prior to the time of performance: 25% of the order value
- Between 24 and 12 hours prior to the time of performance: 50% of the order value
- Less than 12 hours prior to the time of performance: 80% of the order value

In the event of later cancellation or in case VIP clients fail to appear and receive booked services with binding effect as confirmed by VAF (no show), such clients shall be charged 100% of the value of the booking.

In the event of withdrawal from or cancellation of the contract, the contractual partner shall be reimbursed for any payments already made after deduction of costs in the same manner as the original payment was made.

(1a) VAF is entitled to withdraw from this contract at any time until 24 hours prior to the agreed time of performance, if circumstances arise after confirming the order for which VAF is responsible that render it impossible for VAF to fulfil the order. This only applies to cases in which VAF immediately but no later than 24 hours prior to the agreed time of performance informs the client. Any payments already made shall be refunded without delay.

(1b) There shall be no claim to support even when a contract has been concluded, if it is impossible for VAF to provide services due to force majeure, strike, short-term absence of staff who cannot be replaced, bad weather conditions, official actions or other circumstances for which VAF cannot be held responsible. In addition, VAF reserves the right to reject booking requests from clients who have previously shown inappropriate conduct, e.g. causing damage to facilities, drunkenness or assaulting VAF personnel.

##### (2) Flight cancellation

In the event that a flight is cancelled prior to the agreed time of performance, the booking may be changed if VAF is able to do so at the adjusted time of performance.

In the event that a flight is cancelled during the contractual performance of service, there shall be no reimbursement or reduced fee for the corresponding booked service. In such a case, the contractual performance of service shall end with the announcement of the cancelled flight according to the flight information system at Vienna Airport. VAF may accompany the contractual partner to an airline service counter.

##### (3) Delay / no show by the client

If clients fail to appear and take advantage of the booked VIP services within an appropriate amount of time (until deboarding has been completed), this will be construed as a no show and the entire value of the booking shall be charged. The personnel for VIP services wear nametags to identify themselves at the arranged meeting point. The clients shall then identify themselves to the VIP agent.

##### (4) Contractual changes

VAF shall be notified of any changes to contractual services, e.g. necessitated by a change in the departure or arrival time or the number of persons, by the contractual partner immediately and in writing by email during business hours (6:30 a.m. to 10:30 p.m. CET):

by email to: [vip@viennaairport.com](mailto:vip@viennaairport.com)

Any contractual changes shall not become binding until the contractual partner receives the adjusted contents of the contract by VAF in writing by email and VAF confirms such changes in writing.

(5) If a contractual partner expresses special wishes during handling on site or requires special services that are not listed in the contract, such services shall be separately charged and invoiced.

## 7. Liability

(1) VAF shall only be liable for violations of its contractual obligations in the event of wilful intent and gross negligence by VAF, its employees or agents. Otherwise, the assertion of liability claims shall be excluded. VAF shall not be liable in any way for the actions of third parties, including theft, damage etc., regardless of whether the third parties were authorised or not to be at the terminals or any other areas of Vienna Airport. Under no circumstances shall VAF be held liable for the loss of orders, loss of profit, expected but not occurring savings, loss of data, claims of third parties, or any consequential damages whatsoever.

(2) Any damage or possible claims by the contractual partner shall be reported to VAF in writing without delay and no longer than two weeks after the event giving rise to the damage. If the contractual partner fails to notify VAF without delay, the contractual partner shall not be able to assert any claims for damages anymore.

(3) VAF shall not be liable for delays or impossibility of performance caused directly or indirectly by force majeure, such as natural events of particular intensity, war, riots, strike, terrorism, unforeseeable official requirements and any other circumstances resulting in the delay or impossibility of performance without fault on the side of VAF.

## 8. Data protection

(1) VAF processes personal data exclusively for the purpose of contract performance. This includes storing and processing data in accordance with official regulations. VAF reserves the right to contact the airline of the contractual partner in order to coordinate the booking details between the airline and VIP services for the purpose of contract performance.

## 9. Termination

(1) The contract shall end upon performance of the contractual services.

## 10. Place of jurisdiction

(1) The contractual parties agree that the sole place of jurisdiction for any disputes arising from or in connection with these General Terms and Conditions as well as the contract concluded between the contractual parties shall be the competent court with material jurisdiction for 1010 Vienna (Innere Stadt), Austria.

(2) These General Terms and Conditions as well as the contract concluded between the contractual parties shall be subject to Austrian law under exclusion of the UN Sales Convention.

## 11. Closing provisions

(1) There shall not be any verbal subsidiary agreements. Any subsidiary agreements shall be made in writing.

(2) If one or several provisions of these General Terms and Conditions or the contract concluded with VAF are or become invalid, the validity of the remaining provisions shall remain unaffected. The entirely or partially invalid provision shall be replaced by an admissible one that most closely corresponds to the economic purpose of the

original regulation as well as the original intention of the contractual parties; the same shall apply in case of loopholes.

(3) These General Terms and Conditions are originally written in German, which is binding for all matters in connection with them. All versions of these General Terms and Conditions in other languages are intended merely for ease of understanding and have no legal validity. Specifically, the German version of these General Terms and Conditions shall have priority over any other language version.