

---

## General Terms and Conditions „VIP-Service“

---

### 1. Scope, offer and conclusion of contract

- 1.1 The services and offers of the Stuttgart Airport GmbH in connection with the VIP service are made exclusively on the basis of these terms and conditions. These terms are valid for all future business relations also if these are not specifically agreed upon each time.
- 1.2 With the first use of the services, these terms and conditions shall apply at the latest. Contrary confirmations of the customer referring to its own terms and conditions are herewith contradicted. These shall not apply even if the customer repeatedly refers to this. Deviations from these Terms and Conditions are only effective when they are confirmed in writing by the Flughafen Stuttgart GmbH.
- 1.3 The VIP packages of the Flughafen Stuttgart GmbH are subject to change and non-binding. Statements of acceptance and all bookings require written confirmation of the Flughafen Stuttgart GmbH to become legally valid.

### 2. Prices, services, payment

- 2.1 Unless expressly agreed in writing, the prices and performance apply as stated on the individual VIP packages. All prices are inclusive statutory value added tax.
- 2.2 One child under 12 years is free and will not be charged per booking. Children under two years, are not charged at all.
- 2.3 Other services (e.g. pick up at / transfer to the destination, support for accompanying persons) are possible at additional costs (prices on request). If additional services are required, they will be agreed and billed separately.
- 2.4 The payment of the invoice amount must be within 7 days after receipt of the invoice / booking confirmation. If the booking was made short notice at least 3 days before the agreed / booked services appointment. The receipt of the full invoice amount stated on the bill on the account of the Flughafen Stuttgart GmbH shall be decisive.

### 3. Cancellation / rebooking

- 3.1 If the customer cancels his reservation, the Flughafen Stuttgart GmbH is entitled to calculate the following cancellation fees:

- In case of cancellation up to the fifth till the third day before the agreed / booked date of accomplishment: 10 % of the agreed prices / VIP-packages
- In case of cancellation up to the second day before the agreed / booked date of accomplishment: 20 % of the agreed prices / VIP-packages

- 3.2 The cancellation of the booking must be made in writing by mail, fax or e-mail to following contacts:

Telephone: 0711 948-0  
Fax: 0711 948-3766  
Email: [vip-service@stuttgart-airport.com](mailto:vip-service@stuttgart-airport.com)

Flughafen Stuttgart GmbH  
"VIP Service"  
Flughafenstraße 43  
70629 Stuttgart

The timeliness of the cancellation is ascertained by its receipt at the Flughafen Stuttgart GmbH. The cancellation is accepted in the period from Monday to Friday 09.00 till 16.00 o'clock. In case of a later receipt the following workday is deemed to be the cancellation date.

- 3.3 Rebooking prior to the agreed / booked date of the accomplishment are generally permitted.
- 3.4 The customer is free to evidence to the Flughafen Stuttgart GmbH, that no loss at all or a considerably lower loss has arisen.

### 4. Data protection

- 4.1 The protection of personal data of customers has utmost priority to the Stuttgart Airport. For the purpose of implementation and operation of the VIP services however, it is necessary that details about the personal and factual circumstances of the customer, which indicate to his identity ("personal data", such as name, email address, postal address and phone number) are inquired, stored, processed and used.
- 4.2 The Flughafen Stuttgart GmbH stores the personal data of customers in the agreed extend and will not pass it to third parties. All personal data of the customer will be deleted immediately upon request or if the booking is canceled.

**4.3 By booking the VIP service, the customer agrees to the above-described use of its personal data.**

## **5. Warranty and Liability**

5.1 The Flughafen Stuttgart GmbH guarantees to provide the agreed / booked VIP service.

5.2 The Flughafen Stuttgart GmbH shall not assume any guarantee for damages based on non-compliant or careless behavior of the customer.

5.3 The Flughafen Stuttgart GmbH is – irrespective on the legal grounds - only liable for intent or gross negligence their association, their legal representatives or its agents or culpable violation of essential contractual obligations.

5.4 In the event of culpable - neither intentionally nor through gross negligence - breach of essential contractual obligations, the liability of the Flughafen Stuttgart GmbH is limited to contractually typical, foreseeable damages. This is a maximum limited to three times of the booked price of the VIP package.

5.5 The liability limitation does not apply to the Flughafen Stuttgart GmbH, their legal representatives or agents negligently caused damages arising from injury to life, limb or health and for the liability under the Product Liability Act.

5.6 Otherwise the liability of the Flughafen Stuttgart GmbH is excluded.

## **6. Force majeure**

6.1 In the event of force majeure the affected party is released from obligation of the performance for the duration and the extent of the event. Force majeure shall mean any event beyond the control or the area of responsibility of the affected party through which the party is prevented from performing its contractual obligations in whole or in part.

6.2 Examples: natural disasters (e.g. floods, earthquakes, hurricanes and other extreme natural events), fire, riot, sabotage, industrial disputes (strikes and legal lockouts), official measures and decrees and other similar, unforeseeable and unavoidable events.

## **7. Secrecy, Airport Rules and Regulations**

7.1 The customer is obligated to use any confidential, nonpublic or proprietary information that has come to acknowledge during the implementation and the management of the VIP Services and which refers to transactions, trade secrets, technical or other matters relating to Flughafen Stuttgart GmbH, strictly confidential.

7.2 The Customer is not obligated to take photos, sound records or shots without the prior permission / approval of the Flughafen Stuttgart GmbH.

7.3 The Airport Rules and Regulations of the Flughafen Stuttgart GmbH shall apply. These are available at:

<http://www.flughafen-stuttgart.de/sys/pdf/fbo.pdf>

## **8. Final Provisions**

8.1 Amendments, additions, supplements and assurances of this contract must be in writing. This also applies to subsequent changes to the contract.

8.2 If individual provisions of this contract are declared to be partly or fully invalid, the remaining provisions remain unaffected. The contracting parties shall replace the ineffective provisions immediately by an effective provision that approaches as closely as possible the purpose of the ineffective provision. In interpreting this provision, the German version shall prevail.

8.3 For all present and future claims arising from the business relationship with traders the exclusively place of jurisdiction shall be Stuttgart.

8.4 If the contract is concluded with foreign parties the contract relationship shall be governed solely by the laws of the Federal Republic of Germany.