



## General Contractual Terms and Conditions for Advertising and Promotion

Flughafen München GmbH  
Commercial Activities  
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### 1. Scope of application, contracting parties, data protection

These terms and conditions apply to all contractual relationships under which Flughafen München GmbH (FMG) or Terminal 2 Gesellschaft mbH & Co. oHG (T2 G, FMG and T2 G hereinafter also referred to as "We") grant the contracting partner (also referred to as "Customer" or "You", agency or directly advertising manufacturer or provider) a right to advertise at Munich Airport in any form whatsoever, especially on existing advertising media such as City Light Poster formats, on media set up by the Customer or in the form of personal promotion activities (contracts on the right to advertise). The Customer's business or contract terms and conditions shall not apply, even if we are aware of them and do not expressly object to them.

We collect, store and process data relating to your person, bank details, contracts and credit security in compliance with data protection requirements. Further details are provided in our separate privacy policy. This is not part of the contents of the contract. Please check the data specified regularly for correctness and inform us of any discrepancies or changes. We can request information from you at any time about your business and company situation, especially concerning all facts to be entered in the commercial register or to be notified to the registration court. If you are in default in providing such information notwithstanding a reminder, we can make enquiries with the commercial register or a credit agency and request you to reimburse any costs incurred.

### 2. Form for conclusion of the agreement and amendments

We normally issue a short standard-form contract with or without annexes (e.g. a site plan) to conclude or amend an agreement on advertising rights. It summarizes what media and what products, services or brands we grant advertising rights for and at what price (hereinafter referred to as "contractual documents").

If an advertising right is granted in full or in part for more than 1 year, the law (Sections 580, 550 and 126 of the German Civil Code (BGB)) requires a written contract signed by both parties (authorised signatories). That also applies if ordinary termination of the agreement is permissible at a date later than 1 year (agreed minimum term). Any modification or amendment to the agreement shall likewise require written form if its term is at least one year.

Regardless of that – even if a shorter or no minimum term is agreed – a simplified written form is hereby also agreed for the agreement and amendments to it: This shall be fulfilled if the contractual documents have been sent by us in text form (Section 126b BGB; e-mail is sufficient) to you, printed out by you and the original copy has been signed as specified and sent by post to us or a copy of the signed printout has been returned to us by fax or [toairportmediamuc@munich-airport.de](mailto:toairportmediamuc@munich-airport.de).

For as long as and insofar as you cannot yet take up our contractual service, in particular if the advertising is not carried out, the agreement shall be deemed not to have been concluded if at least the simplified written form specified herein has not been fulfilled (Section 154 (2) BGB). This shall also apply if the minimum term is to last for longer than 1 year, contrary to Section 550 BGB, according to which the agreement would apply for an undefined period of time if written form has not been observed.

However, as soon as and insofar as you can take up our contractual service, in particular once the advertising has already been placed, defects in the statutory form or the simplified written form envisaged herein shall no longer mean that the agreement has not been concluded; instead, each party shall be obliged towards the other party to work to fulfil the agreed or – if the agreed binding term is not required – statutory written form.

### 3. Scope of advertising rights

The advertising right may be exercised only for the products, services or brands and only for the advertising party as agreed in each case. You shall require our consent to transfer rights from the advertising agreement to a third party or to allow a third party to use said rights. You shall not have a right to terminate the agreement if such consent is not granted.

Any entitlement to exclusivity, to restraint of competitors of the contractual partner or the advertised manufacturer/provider or the advertised products, services and brands or due to comparative advertising by competitors shall be excluded.

If advertising is set up outside existing advertising media, we can demand at any time that it be moved to another, comparable location if the airport's operations so require.

In the case of promotions, the right to advertise does not comprise the conclusion or initiation of contracts for a pecuniary interest on site. The campaign must not extend beyond the visible radius of the location in question. A stand or other erected objects must be supervised constantly and removed outside the times of the campaign. Pestering or obtrusive conduct shall not be permitted; people who are waiting or otherwise need to remain in their location must not be approached or spoken to without request and uninterested persons must not be approached or spoken to again.

### 4. Production, design, preparation

The customer shall have the advertising and everything required to set it up at the location (advertising media not existing there, promotional stand, etc.) produced on its behalf at its own expense and remove them from the location when the agreement ends. The same applies to all other services required as part of that. All materials must be classified as "hardly inflammable" in accordance with DIN4102-B1.

Any production submissions (draft of the advertising, work plans for advertising media and other objects affixed in a stationary manner, etc.) shall require our prior consent. You shall be responsible for providing us with the submission in good time so that production can be carried out by the agreed start of the agreement. You shall not have the right to our consent or, if our consent is denied, to any claim or other right against us; a modified submission must be provided at your expense.

The customer shall be solely responsible for ensuring that the advertising and the other objects to be produced by the customer comply with all pertinent legal and technical regulations and requirements.

If advertising or other objects produced by the customer do not have our consent, we can demand that the objects produced be removed or that its legal or technical defect be rectified or remove or rectify the objects ourselves after setting the customer a

reasonable period of time to do and this period of time expires with no result, as well as demand reimbursement of the necessary costs.

Persons who regularly enter restricted-access areas shall require an airport security ID card, must have clearing as part of an official background check and must have undergone air security training. The FMG's ID Card Office can provide you with more details of the regulations, fees and charges in this regard.

#### **5. Maintenance, duty to ensure safety**

You shall be obliged to keep the means of advertising and the other objects produced by you in an orderly, clean and tidy condition at your expense. You shall be solely responsible on our behalf for ensuring product safety and general safety as regards the objects you have produced and their installation at the location, including while they are being assembled or dismantled. You shall indemnify us against claims by third parties in this regard.

#### **6. Value-added tax**

If our services were to relate to leasing and so be exempt from value-added tax, we shall treat them as liable for tax in accordance with Section 9 (1) of the German Value-Added Tax Law (UStG) (value-added tax option). Our value-added tax option can – pursuant to Sections 9 (2) and 27 (2) UStG – depend on you (the service recipient) using the rented object solely for sales that do not exclude deduction of input tax (Section 9 (2) UStG Sentence 1); proof that these requirements are met must be furnished (Sentence 2). Please clarify this option with us if in doubt. Provide us immediately upon request with all the documents required for proof in accordance with Section 9 (2) UStG. You shall be liable to reimburse us for the damage we incur as a result of a violation of these provisions.

Stated payment amounts are, in cases of doubt, net and statutory value-added tax at the applicable rate shall be payable on them or, if leasing is free of value-added tax and cannot be treated as liable to tax, plus an appropriate surcharge.

#### **7. Due date for payments, non-use of our services**

Unless otherwise agreed, the payment shall be due at the start of the agreement's term or, if it is defined on the basis of periods of time, at the start of the individual periods of time; if shorter periods of time have been defined for payment, the relevant portion must be paid at the beginning of each of the individual periods of time. If no due dates have been agreed, payments shall be settled on the basis of an invoice within 10 days of the invoice date. Any costs we incur as a result of debits that are not paid, countermanding of direct debits or uncovered cheques shall be reimbursed to us, without prejudice to further claims for damages.

If you do not make use of the agreed advertising right or cannot make use of it for a reason on your part, this shall not discharge you from the duty to make the payment. This shall also apply in particular if you do not submit the advertising or the other objects to be produced to us in good time for approval or have not produced them by the agreed start of the agreement.

#### **8. Security**

In order to secure your liabilities from the contractual relationships, we can demand that you submit an absolute guarantee for a maximum fixed amount from a bank with authorization to conduct business in Germany to us at your expense. We can set the maximum amount at 6 times the monthly liabilities. If we satisfy claims from the guarantee or the guarantee otherwise expires, you shall top up or renew the guarantee.

#### **9. Limitations to our obligations**

The contractual exchange of services shall exist regardless of how many persons or what groups of persons can see the advertising as part of the airport's operations. If passenger traffic is completely interrupted in the advertising's range of visibility due to exceptional circumstances, we shall offer you – if we are responsible for said circumstances – reasonable compensation to the best of our ability in the form of an extension to your agreement or an alternative or additional location. Other rights and claims of yours shall be excluded, unless our compensation offer is unreasonable. If we are not responsible for the exceptional circumstances (e.g. cordoning off the terminal by the security authorities, interruption to flight operations due to a strike), your rights and claims in this regard shall be excluded.

Our statutory liability as landlord for defects or legal imperfections in title that existed at the time the agreement was concluded (Section 536a (1) BGB) is hereby excluded, unless we are responsible for the defects or imperfections.

Claims for reimbursement of the loss of prospective profits or other indirect financial losses due to delay or failure to provide services on our part shall be excluded in all events.

We shall not assume any obligation whatsoever to repair, maintain, take care of or store the advertising or the other objects produced by you.

Our employees or vicarious agents shall not be personally liable to a greater extent than we ourselves are.

#### **10. End of the agreement**

You shall remove the advertising or the other objects produced by you in a proper manner and restore the prior condition at the location at your own expense by the final day of the agreement's term. If you continue to use the advertising after the agreement's term ends, the contractual relationship shall not be extended for an indefinite period of time as a result. We can demand the agreed or in the then usual payment as compensation for the duration of continued use, remove the advertising or the other objects produced by you after we have set a specific period of time for you to remove them and this period of time expires without result and demand reimbursement of the necessary costs.

#### **11. Termination**

If the contractual relationship has not been entered into for a definite period of time, it may be terminated ordinarily by either party, unless otherwise agreed, at the start of one of the periods of time defined for making the payment, effective when said period of time ends. Otherwise – before the start or during the defined term of the agreement – ordinary termination of the agreement shall not be possible.

The right of either party to terminate the contractual relationship extraordinarily for an important reason subject to the statutory requirements shall remain unaffected. Irrespective of the statutory cases, an important reason for us shall be in particular if (1) you continue to act in breach of the agreement despite being warned to desist, in particular if you allow a third party to use the advertising right, violate your maintenance obligations or duty to ensure safety or, in the case of a promotion, violate your duties of conduct; (2) if you are in delay in making the payment to the extent of one month's sum for longer than one month or are repeatedly in delay with it to a not inconsiderable extent; (3) where the advertising right cannot be granted up to the end of the agreement's term for the purposes of fulfilling statutory or official requirements relating to operation of the airport. If we terminate the agreement in full or in part in such a case, you can terminate the rest of the agreement extraordinarily within 14 days of receiving the notice of termination; we shall refund you any prepayment you have made and offer you other available advertising opportunities; further rights, including claims for damages, shall be excluded.

Termination of the agreement shall not be valid unless given in writing. Sending the notice in text form (Section 126b BGB) to the e-mail address (our e-mail address: [airportmediamuc@munich-airport.de](mailto:airportmediamuc@munich-airport.de)) or fax number specified by the recipient in correspondence relating to the agreement shall satisfy the agreed requirement for written form.

#### **12. Place of performance, place of legislation, severability clause**

The provisions of the Airport Rules and Regulations and Fire Safety Regulations for Munich Airport and any annexes to the agreement shall also apply.

This agreement shall be subject exclusively to the law of the Federal Republic of Germany. The German version shall be authoritative in interpreting these provisions.

Munich Airport campus shall be the exclusive place of performance for the obligations of both parties. Any disputes shall be settled solely before a competent court of law at the place of performance.

If a provision of this agreement is or becomes invalid or there is a gap in the agreement, this shall not affect the remaining agreement; the gap shall be closed in a way that corresponds to the economic purpose of the agreement.