

### **Annex A – Terms of Use**

These Terms of Use are set out by Aviapartner and describe the conditions that guests shall be bound by when entering the Lounge:

1. Guests must be eligible to enter the Lounge and present correct evidence of their eligibility (a booking confirmation or similar) to access the Lounge.
2. Guests shall behave considerately towards other guests and staff in order to preserve the professional and peaceful ambiance of the Lounge at all times. Any guest may be asked to leave the Lounge if his/her behavior is considered, at the sole discretion of the Lounge supervisor, unacceptable or in breach of these Terms of Use.
3. Any guest may be denied entry or may be asked to leave the Lounge, if dressed inappropriate or offensive, at the sole discretion of the Lounge supervisor.
4. Any guest may be denied entry or may be asked to leave the Lounge, if his/her intoxication is considered, at the sole discretion of the Lounge supervisor, inappropriate or in breach with these Terms of Use.
5. A guest may be denied entry if the Lounge reaches its maximum capacity allowed for health and safety reasons.
6. Guests shall not use electronic devices in ways that disturb others.
7. Guests shall not place their feet on chairs or tables or use the Lounge furniture in any other inappropriate way.
8. Guests shall not deliberately damage objects, tools and equipment located within the Lounge.
9. Guests shall not make photographs of the Lounge or of others individuals in the Lounge without prior permission of the Lounge staff and the to-be photographed individuals.
10. Children must be accompanied in by a guest over the age of eighteen years at all times.
11. All guests shall comply with health and safety policies. Any guest may be refused entry or asked to leave the Lounge for any statutory, regulatory, Airport policy reasons (including but not limited to health and safety policies or fire regulations) or breach of these Terms of Use.
12. All food and beverages are for consumption inside the Lounge only.
13. Aviapartner is not responsible for any guest who misses his/her flight while using the Lounge.
14. Any baggage or other personal belongings which a guest takes into or leaves in the Lounge is at the owner's risk and Aviapartner accepts no liability for this.
15. All decisions made by the Lounge supervisor are final.

## **Annex B – General Conditions**

These General Conditions and Ground Handling rates are, unless explicitly otherwise agreed in writing between the customer and any company of the Aviapartner Group (hereinafter Aviapartner), applicable to all offers made and to all services performed and/or goods supplied by any company of Aviapartner, unless specifically modified in writing by Aviapartner and this regardless of any conditions mentioned on order forms or invoices sent to Aviapartner.

Rates offered are valid for services and airport expressly specified herein.

All prices are in Euro and exclusive of VAT. Aviapartner reserves the right to change the prices at any time. Prices of Aviapartner do not include any airport charges, landing, parking fees or any other fees. Any and all airport related charges will be as per the applicable airport rates and instructions and subject to administration fee.

Cash or credit card payment will be requested except for special agreement. Credit card fees will be recharged at customer's cost.

Aviapartner, its employees, agents and subcontractors shall not be liable for damage, death, delay, injury or loss of any kind sustained by the customer or any third party in connection with or resulting from the performance or non-performance of services or the provision of facilities or goods or by any other act or omission pursuant to an agreement between the customer and Aviapartner, unless it is proven that such damage, death, delay, injury or loss results from an act or omission of Aviapartner, done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

The customer, regardless the customer being an aircraft operator, shall indemnify and hold free and harmless Aviapartner, its employees, agents and subcontractors from all claims filed by any third parties including costs and expenses incidental thereto, arising in connection with or resulting from the performance or non-performance of services or the provision of facilities or goods or by any other act or omission pursuant to an agreement between the customer and Aviapartner, unless it is proven that such claim results from an act or omission of Aviapartner, done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

At all times, the Pilot In Command (hereinafter PIC) shall be solely responsible for the disembarking of passengers and other crew members from the time they leave the aircraft until they are accepted for examination for entry into a State, even when Aviapartner has accepted to assist the PIC with this service.

In the event of a delay of payment, Aviapartner is entitled to suspend all pending orders without prejudice to all other courses of action.

The non-payment of invoices within thirty days after the date of the invoice gives rise to an increase of 10% with a minimum of 200 Euro as a contractual and irreducible compensation for extra administrative cost, credit control and commercial perturbation. In all locations, any overdue amounts will carry interest at a rate of 0.75% of all unpaid amounts per started calendar month.

Any and all disputes resulting from and/or relating to the validity, interpretation and/or performance of the services shall exclusively be referred to the courts of the country where services are rendered. The applicable law will be the law of the country where services are rendered.