

# General Terms and Conditions for Partners

## Zurich Airport Ltd. VIP Services

### 1. GENERAL

These additional Terms and Conditions complement above General Terms and Conditions and apply to contracts between FZAG VIP Services and "the Partner" for services provided by FZAG to the Partner (together "the Parties") and its "Clients".

The Services offered under these General Terms and Conditions shall not be understood as Ground Handling Services. The Standard Ground Handling Agreement (SGHA) shall not be applicable.

### 2. ACCESS TO SERVICES

FZAG offers the agreed services to Clients as defined in writing between the Parties ("the Service Agreement"). It is the duty of the Partner to instruct FZAG, which categories of Clients are subject to services offered by FZAG within this contract and how they must identify at the reception desk of the Lounge or at any agreed place of reception.

FZAG is allowed to deny any service to Clients not identifying him or herself correctly. Clients not behaving correctly can be excluded from further services by FZAG.

### 3. LIMITED CAPACITY OF VIP SERVICES INFRASTRUCTURE

The Service Agreement between the Parties does not grant any exclusive rights to the Partner for the services offered. The capacity of the VIP Services infrastructure is limited to a certain amount of persons using it at the same time. Furthermore also the transport capacity by the limousines between the terminal and the aircraft is limited. Therefore, FZAG is not giving any guarantee that the services can be offered to each Client which is requesting it.

FZAG shall not be liable for refusal of access to service due to limited capacity.

### 4. DATA PROTECTION

The partners comply with the provisions provisions of the relevant data protection regulations.

### 5. PRICES AND PAYMENT TERMS

The services and payment conditions offered by VIP Services are as agreed by the partners. For additional services the prices and conditions the price lists, published at the time of reservation, apply.

Invoices to partners shall be made by FZAG in Swiss Francs and shall be due within 30 days after date of invoice. Payment is possible by bank transfer or credit card.

### 6. LIABILITY

FZAG shall not be liable for negligence, nor for negligence or gross negligence of its employees or associates, nor shall it be liable for any indirect or consequential damage or loss of profits.

FZAG shall not be liable for incorrect information supplied to FZAG, for flight delays and for third party acts or omissions including airlines, security and border control authorities, ground handler.

For services of third parties instructed at the request of the Client, FZAG shall only be liable for due diligence in selection and instruction of the third party.

### 7. INDEMNITY

If FZAG should be held liable for circumstances or events for which the Partner is responsible, the Partner shall indemnify FZAG.

### 8. GOVERNING LAW AND PLACE OF JURISDICTION

The contract shall be governed by **Swiss Law**. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not be applicable. The exclusive **place of jurisdiction is the registered office of Zurich Airport Ltd.**

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