

Salvage Contract

Flughafen Köln/Bonn GmbH
Heinrich-Steinmann-Straße 12
51147 Cologne
Germany

– hereinafter referred to as FKB –

and

– hereinafter referred to as the Principal –

conclude the following Salvage Contract:

Section 1 Contract Object

1. The Principal commissions Flughafen Köln/Bonn GmbH to salvage the following aircraft:

Type:	
Official Registration Number:	



2. The salvaging of the aircraft includes the following:
 - Preparatory measures for salvaging the aircraft, e.g., defueling the aircraft, renting special vehicles, commissioning salvaging specialists, preparing the site and other measures necessary for lifting the aircraft and making it transportable.
 - Receiving the aircraft and transporting it to a position that does not interfere with airport operations.
 - Salvaging luggage, freight and mail on board.
3. The salvaging order includes restoring the original condition of the site and of the buildings, systems and other facilities damaged in the accident.

Section 2 Performance

1. Salvaging will be managed by FKB. FKB will implement the measures necessary for salvaging the aircraft and will, if possible, coordinate these measures with the Principal in advance. FKB is subject to legal operating obligations for Köln Bonn Airport. Therefore, in cases where there are various options, the measures that enable the aircraft to be salvaged quickly and that impair airport operations as little as possible will be implemented.
2. A list of measures considered in salvaging is provided in the included salvaging concept, deviations from which are possible in individual cases.
3. To document the accident and the salvaging, FKB may produce and save image and video recordings. FKB will not publish such recordings, but will use them exclusively for training purposes and to enforce contractual claims.

Section 3 Fee

1. The Principal must refund any costs related to the accident and the salvaging plus VAT. FKB will invoice the use of its own personnel, materials, devices and vehicles by the hour.
 - a) For the deployed personnel, the hourly rate is **€103.00**.
 - b) For FKB's salvaging services, a daily flat rate of **€3,300.00** is agreed.
 - c) In addition, FKB will charge the following one-time salvaging fees:

	Aircrafts for up to 5 t of MTOW	€2,750.00
	Aircrafts between 5 t and 30 t of MTOW	€5,050.00

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of the Köln/Bonn Flughafen GmbH



Aircrafts between 30 t and 100 t of MTOW	€7,710.00
Aircrafts exceeding 100 t of MTOW	€11,010.00

2. Personnel, device and vehicle costs incurred by third parties who participate in the salvaging and subsequent restoration will be invoiced upon submission of the third parties' invoices. In addition, FKB will charge an administrative surcharge of 10% of the invoice amount.
3. FKB may demand advance payments for the salvaging costs. Advance payments will be deducted from the final invoice amount. FKB will exercise rights of retention to the damaged aircraft until all of FKB's fee claims have been settled.

Section 4 Duties of the Principal

1. The Principal must participate in the salvaging. If necessary, experts and special aircraft lifting devices must be provided.
2. Damages caused by the Principal's omission of necessary cooperative actions must be borne by the Principal.
3. The Principal must comply with FKB's Airport User Regulations.

Section 5 FKB's Liability

1. FKB will be liable for an unlimited amount for damages caused by injuries to life, limb or health due to culpable breaches of duty by FKB or FKB's legal representatives or vicarious agents.
2. Outside of the cases specified in Subsection 1, FKB will be liable for any other damages caused by intentional or gross negligent breaches of duty or, in case of essential contractual regulations, simple negligent breaches of duty by FKB or FKB's legal representatives or vicarious agents. However, in case of gross or simple negligent breaches of duty, liability will be limited to foreseeable damages typical to the Contract for up to:
 - a) **€5,000,000.00** per damage case for loss of or damage to luggage or goods, including live animals and airmail, for **up to €15,000,000.00** in total per damage event, though three times the traffic fee/storage fee if delivery deadlines are exceeded and to **€100,000.00** per damage case for asset damage.
 - b) **€4,000,000.00** for other material damage per damage event.
 - c) **€525,000.00** for other asset damage per damage event.

Essential obligations are obligations on the proper fulfillment of which Contract performance depends and on compliance with which the Principal may regularly rely. Apart from that, liability is excluded.

3. The above regulations apply to all damage claims, including damage claims in addition to performance and compensation instead of performance, for whatever legal reason, especially due to defects, breaches of contractual obligations or unlawful actions. The above regulations also apply to compensation claims for wasted expenditure.
4. If the failure to meet a deadline is due to force majeure, e.g., mobilization, war, unrest or similar events for which FKB is not responsible, such as strikes or lockouts, the deadline will be extended by the duration of the above-stated event or its effects plus an adequate period.
5. The above regulation will not result in a change to the burden of proof to the Principal's detriment.

Section 6 Ancillary Provisions

1. Side agreements and supplements to this Contract must be issued in written form. This written form requirement cannot be waived orally.
2. Should individual clauses of this Contract be or become invalid, this will not affect the validity of the remaining regulations of this Contract. In such cases, the Parties must participate in the conclusion of a legally valid regulation that most closely approximates the Parties' original intent economically.
3. The place of fulfillment is Cologne, Germany. If the Principal is a merchant or legal person under public law or does not have a general place of jurisdiction in Germany, the exclusive place of jurisdiction will be Cologne, Germany.

Cologne,

Principal Signature

Flughafen Köln/Bonn GmbH Signature