

# AirPlus Speed Of Pay Germany

Thank you for choosing AirPlus!

Your application data has been transmitted to us electronically. As part of the application process you will receive the following documents in PDF sent to the e-mail address provided in the application:

- AirPlus Speed of Pay

To enable us to process your agreement or card application, please provide us with the following documents:

- the **original AirPlus Speed of Pay signed** and with your **company stamp** affixed

We look forward to a successful partnership with you!

Completing

Please complete the application. If you have any questions, please call us at

+49(0)6102 204-444

Printing

Please print and sign the application.

Dispatch

Please send the signed contract incl. this cover page and the required documents via post to the following address:

Lufthansa AirPlus  
Servicekarten GmbH  
Abteilung: JX BC O  
Dornhofstraße 10  
63263 Neu-Isenburg  
Deutschland

For internal use only:

Contract Number

1

2

2

0

Contract

Account Number

1

2

2

0

ORG

2

2

0



# Speed of Pay Agreement Germany

## 1. Company

AirPlus contract number .....  
 Group contract number (to be filled by AirPlus) .....  
 Consolidation number (to be filled by AirPlus) .....  
 The following contract is concluded between: .....  
 Company's name (as registered with the respective commercial register) .....  
 Company's registration number .....  
 Street (P.O. Box not accepted) .....  
 Postcode .....  
 City .....  
 Country .....  
 Value added tax registration number (VAT reg. no.) .....  
 ("The Subscriber" or "We") .....

### Subscriber's contact person for AirPlus

Salutation .....  
☐ Mrs. ....  
☐ Mr. ....  
 First name .....  
 Last name .....  
 Phone .....  
 Fax .....  
 E-mail .....  
 and Lufthansa AirPlus Servicekarten GmbH, Dornhofstraße 10, 63263 Neu-Isenburg, Germany („AirPlus“). .....

## KEY TERMS

### PURPOSE OF THE CONTRACT

Speed of Pay enables the Subscriber to extend the period allowed for payment of immediately due claims accrued by using the AirPlus Debit Account. For this purpose, AirPlus grants to the Subscriber the billing cycle and the agreed term of payment for the claims due under the AirPlus Debit Account Contract, against payment of the agreed fee.

## 2. Remuneration

## 3. Bank Guarantee / Collateral Security

AirPlus may demand the creation of banking collateral for all claims arising from the business relationship with the Subscriber, even if the claims are conditional. If AirPlus has first fully or partially refrained from requesting the creation or increase of collateral, AirPlus may later still demand collateralization and/or increase. This, however, requires that circumstances occur or become known which justify an increased risk assessment of the claims against the Subscriber. This can be the case in particular if the Subscriber's economic situation has unfavorably

changed or threatens to change unfavorably, or if the existing collateral has deteriorated or threatens to deteriorate in value. Until creation or increase of the collateral, AirPlus shall be entitled to block any Accounts provided to the Subscriber. AirPlus does not have a collateralization claim if it has been expressly agreed that the subscriber does not have to furnish collateral or exclusively the collateral named individually. AirPlus will grant to the Subscriber a reasonable period of time for the creation or increase of collateral. Should AirPlus intend to exercise its right to termination without notice if the Subscriber does not timely comply with its obligation to create or increase collateral, AirPlus shall prior thereto inform the Subscriber accordingly.

## 4. Commencement and Termination of Contract

The Subscriber makes a binding offer to AirPlus for entering into Speed of Pay by submitting to AirPlus the completed and signed application form and receipt of the same by AirPlus. The Speed of Pay contract is concluded when AirPlus declares acceptance of the Speed of Pay. Either Party can terminate the Contract with a notice period of thirty days. Termination for good cause is possible at any time. Good cause is in particular given if a) the Subscriber culpably and sustainably violates its co-operation obligations or b) if the Subscriber fails to meet its payment or other obligations under this agreement or c) AirPlus gains knowledge of the fact that the Subscriber encounters or is threatened to encounter economic difficulties, and/or if a petition for opening of insolvency or any similar proceedings has been filed, or if such proceedings have been opened or rejected or d) if the Subscriber does not comply with its obligation to create or increase collateral according to Clause 6 or under any other agreement within a reasonable period of time fixed by AirPlus or e) the Subscriber requests and is granted suspension of payments or f) the Subscriber closes down or liquidates its business or takes steps to that effect, or g) if any collateral ceases to exist, or h) the Subscriber culpably and sustainably fails to cooperate within the scope of the money laundering combat, e.g. culpably and sustainably fails to provide evidence or information. Any notice of termination requires written form. Upon termination, all claims of AirPlus against the Subscriber fall due with immediate effect.

## 5. Adjustment of Fees

If the daily interest rate taken as a basis for the fees changes during the performance of this Contract, the agreed fees are adjusted according to the following formula:

Term of payment of fee in EUR = EUR 650 x chosen Speed of Pay in days x daily interest.  
 The Speed of Pay follows from Clause 2 of this Contract.

The daily interest is calculated from the respective current 6-month Euribor plus 5 percentage points divided by 360.  
 From a Speed of Pay of 36 days, the daily interest is calculated from the respective current 6-month Euribor plus 6 percentage points divided by 360.

The adjustment of fees clause applies for the entire term of contract. The fee is adjusted only if the application of the formula results in an increase or reduction of the fee by more than 20% of the fee for the chosen Speed of Pay.

If the Parties do not wish to use the stated formula if the price increase or reduction exceeds a specific percentage, they will expressly determine whether the formula shall be changed or whether it shall be replaced by a more exact type of calculation.  
 AirPlus will notify the Subscriber of the adjusted fee in text form.

SLI	x	x	x	AM				ACCID						
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## 6. Other Agreements

The Subscriber is not entitled to declare set-off to AirPlus for any counterclaims against AirPlus, unless such claims have been acknowledged by AirPlus or have been established by non-appealable judgment. The Subscriber is not entitled to assert any retention rights.

## 7. Amendments to the Contract

AirPlus shall notify the Subscriber in text form of any changes or amendments of the contractual provisions. They are deemed acknowledged, unless the Subscriber objects to them in writing within thirty days. AirPlus will explicitly point out such consequence to the Subscriber upon notification of the changes or amendments. Apart therefrom, the Parties shall agree on individual changes and amendments to these terms and conditions in writing only. They must be identified as such and require signing by both Parties.

## 8. Severability Clause

If any provision of these contractual terms or any provision within the scope of other agreements is entirely or partially invalid, this shall not affect the validity of the other provisions. The Parties shall replace any

invalid provision by a valid provision by which the economic purpose of the contractual terms and/or other agreements as pursued by the invalid provision is best achieved. The same applies to the closing of any contractual gaps.

## 9. Final Provisions/Place of Performance/

### Place of Jurisdiction

This contract is subject to the substantive law of Germany. The venue shall be Darmstadt if AirPlus is the defendant and shall be Darmstadt or any of the Subscriber's venues if the Subscriber is the defendant.

### Further agreements

### Subscriber



STAMP  
(mandatory)

Stamp Subscriber and legally binding signature(s) - mandatory

Name und title of signatory in printed letters - mandatory

Street/Postcode/City signatory - mandatory

Date

### Lufthansa AirPlus Servicekarten GmbH



Legally binding signature(s)

Datum

# SEPA Direct Debit Mandate

A I R P L U S

Mandate reference (to be completed by Lufthansa AirPlus Servicekarten GmbH)

**Lufthansa AirPlus Servicekarten GmbH**  
**Dornhofstr. 10**  
**63263 Neu-Isenburg**  
**Germany**

By signing this mandate form, you authorise (A) Lufthansa AirPlus Servicekarten GmbH to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instructions from Lufthansa AirPlus Servicekarten GmbH.

As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited.

Please complete all the fields marked \*.

Your name

\* Name of the debtor(s)

Your address

\* Street name and number

\* Postal code, city

\* Country

Your account number

\* Account number–IBAN

\* SWIFT BIC

Creditor's name  
and address

Lufthansa AirPlus Servicekarten GmbH, Dornhofstr. 10, 63263 Neu-Isenburg, Germany

Creditor identifier

**DE83ZZZ00000309554**

Type of payment

\* Recurrent payment



One-off payment



City or town in which  
you are signing

Location

\* Date

Signature(s)

\* Please sign here and print your name

Note: Your rights regarding the above mandate are explained in a statement that you can obtain from your bank.

Please return the original, signed mandate by post to the  
above address. Thank you.

Creditor's use only