

General Payment Terms of Fraport AG Frankfurt Airport Services Worldwide

- The following general terms of payment shall apply to all goods and services provided by Fraport, unless otherwise agreed. Amendments, supplements, and subsidiary understandings require written consent from Fraport to be legally effective. Herewith, Fraport expressly objects to any different terms of the buyer of goods or services.
- Fraport's charges are charges within the meaning of the German sales tax law (value added tax). They are subject to VAT at the current legal rate.
- Fraport has the right to demand advance payment of up to 100 percent of the expected invoice amount.
- All invoice amounts are payable immediately after receipt of the invoice, without any deductions. Fraport may demand payment in cash. In case of payment by check or bill of exchange, settlement is effected when the amount has been unconditionally credited or paid to Fraport's account.
- All movable goods delivered by Fraport will remain the property of Fraport AG until all invoices for the business transacted are fully settled. Replaced parts shall become the property of Fraport AG unless otherwise agreed when placing the order.
- Fraport is entitled, at any time, to demand sufficient security for current and/or future pecuniary claims for the provision of goods and services. Security shall be provided in form of a directly enforceable guarantee, which is issued by a German bank or a Foreign bank located in Germany and/or in the form of a cash deposit placed with and managed by Fraport AG.
- If payment is delayed, Fraport reserves the right to claim interest and damages for delay.
- Any counterclaims the buyer of goods and services may have shall not be set off against Fraport's claims, unless these counterclaims are undisputed or are recognized by declaratory judgment. Nor shall the buyer of goods and services have the right of retention.
- The place of performance and jurisdiction is Frankfurt am Main.
- All disputes between the parties arising from the supply of goods and services shall be governed exclusively by German law.