



General Payment Terms of Fraport Ground Services GmbH

1. The following general terms of payment shall apply to all supplies and services provided by Fraport Ground Services GmbH (short FGS GmbH), unless otherwise agreed.
2. All goods delivered by FGS GmbH will remain the property of FGS GmbH until all invoices for the business transacted are fully settled. Replacement parts shall become the property of Fraport unless otherwise agreed when placing the order.
3. Any counter claims the buyer of supplies and services may have shall not be set off against FGS GmbH's claims unless these counterclaims are undisputed or are recognized by declaratory judgment. Nor does the buyer of supplies and services have the right of retention.
4. Supplements, amendments and side agreements shall require written confirmation by FGS GmbH in order to be effective. FGS GmbH hereby expressly objects to any deviating terms and conditions of the recipient of the goods or services.
5. FGS GmbH'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.
6. FGS GmbH shall be entitled to demand advance payment up to the amount of the expected invoice amount.
7. Payment after the rendering of services is possible only if FGS GmbH has been furnished sufficient security for current and/or future pecuniary claims for the provision of supplies and services. This security must either be an absolute guaranty enforceable at first call with a German bank or a foreign bank with place of business in Germany and/or a cash deposit placed with and managed by FGS GmbH.
8. All invoice amounts are payable immediately after receipt of the invoice, without any deductions. FGS GmbH 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 FGS GmbH's account.
9. If payment is delayed, Fraport reserves the right to claim interest and damages for delay.
10. The place of performance and jurisdiction is Frankfurt am Main. This Agreement shall exclusively be governed by German law, and German law shall apply to all disputes arising from this Agreement and its interpretation.

The above General Terms and Conditions of Payment shall apply from 1 January 2024.

FGS GmbH