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Valid as of January 2019*



General Terms and Conditions of the Visitor Service of Fraport AG, Frankfurt Airport Services Worldwide

Valid as of January 2019

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1. General provisions

1.1 Applicability

These General Terms and Conditions (hereinafter “GTCs”) apply to contracts concluded between Fraport AG Frankfurt Airport Services Worldwide, 60547 Frankfurt am Main, Germany (in the following, “Fraport AG”) and a customer for an airport tour, use of the online shop of the Visitor Services, or reservations of airport souvenirs via the online retail platform (Frankfurt Airport). These GTCs constitute part of every such contract concluded between a customer and Fraport AG and define their respective rights and obligations. Any individual agreements between Fraport AG and a customer (in the form of specific provisions or provisions of contracts) take precedence over these GTCs.

1.2 Liability

Fraport AG is fully liable in the event of loss of life, injury, or harm to health. Fraport AG is also fully liable for damage to property, financial losses, and reductions in the value of assets if these are the result of gross negligence or intentional actions or omissions. In all other cases, Fraport AG is only liable for culpable violations of obligations whose fulfillment is an essential prerequisite for properly providing the contracted services and compliance with which may typically be expected by the customer, with the liability being limited to repairing or compensating for damages of kinds that are foreseeable and typically associated with the contract. Liability under the German Product Liability Law and liability based on legal provisions that establish responsibility without culpability are exempt from this restriction.

Different terms apply to Terminal 3 tours that include going onto the visitor platform. These are included with the booking confirmations for these tours.

1.3 Other Provisions

The customer may only withhold payment based on counterclaims arising directly from this contract. The customer may only offset claims of Fraport AG against other claims if the latter are undisputed or have been upheld by a court of law.

Ancillary agreements and changes to these GTCs must be in writing unless otherwise agreed in these GTCs. This requirement also applies to the elimination or modification of this requirement that ancillary agreements and changes be in writing.

The place of fulfillment for the obligations of both parties is exclusively the premises of Frankfurt Airport. The place of legal jurisdiction for resolving any disputes arising from these GTCs shall be based only on this place of fulfillment.

Contracts are subject exclusively to the laws of the Federal Republic of Germany, while specifically excluding all provisions of the United Nations Convention on Contracts for the International Sale of Goods. In cases of dispute, the original German-language version of these GTCs shall be the basis for resolving them. No general terms and conditions of the customer's own will be recognized.

Proceedings to resolve conflicts via a consumer protection agency or office are not recognized.

If individual provisions of these GTCs should be or become void or invalid, this shall not affect the validity of the other provisions. In such a case, the void or invalid provision shall be replaced with a valid provision that approximates the business intentions of the contractual parties as closely as possible.

1.4 Right of Cancellation

1. If you are a natural person and submit an order for a purpose that is not associated with a commercial business or self-employed occupation, you have a right of cancellation in accordance with the relevant legal provisions.
2. If you exercise your right of cancellation as described in number one, you must bear the usual cost of returning already received merchandise.
3. Apart from this, the rules detailed in the following apply to your right of cancellation.

Note on the Right of Cancellation for Consumers

You have the right to cancel this contract within 14 days after concluding it without explaining your reasons for doing so.

In order to exercise your right of cancellation, you must inform us of your decision to withdraw from the contract by making an unambiguous written declaration to this effect and sending it to us by ordinary mail (to Fraport AG Frankfurt Airport Services Worldwide, Corporate Communications/Visitor Service (UKM-KS), D-60547 Frankfurt am Main), email (to rundfahrten@fraport.de) or fax (to +49-69-690-53341).

In order to meet this deadline, it is sufficient to send notification that you are exercising your right of cancellation before the deadline has elapsed.

Consequences of Exercising Your Right of Cancellation

If you withdraw from this contract, we must refund without delay—at the latest within 14 days after the day on which your notification of withdrawal from the contract reaches us—all payments that we have received from you, including delivery costs (except additional costs incurred as a result of your choosing a mode of delivery other than the least expensive standard delivery option offered by us). We will use the same means of payment for making this refund as you have used for the original transaction, unless specifically otherwise agreed with you; in no case will any fees be charged to you for this refund. If you send merchandise back to us, we may refuse to make the refund until we have received the merchandise or you have provided proof that you have sent the merchandise back to us, whichever comes first.

You must send or return the merchandise to us without delay, and in no case later than within 14 days after the day on which you inform us that you are withdrawing from this contract. The deadline is considered met if you dispatch the merchandise before 14 days have elapsed.

You bear the directly incurred costs of returning the merchandise.

You are only liable to provide compensation for any loss of value of the merchandise if the loss of value has been caused by performing unnecessary actions to check the condition, attributes or proper functioning of the merchandise.

End of the note on the right of cancellation

2. Airport Tours

2.1 Conclusion of a Contract

A binding contract for an airport tour arises when Fraport AG sends a booking confirmation to the customer by email or ordinary mail.

2.2 Services

Fraport AG offers various airport tours. All of them include the following: narration of the tour by a qualified tour guide, provision of a suitable vehicle, and performance of the required security checks.

The service indicated in the booking confirmation is provided at the agreed time only. Fraport AG reserves the right to cancel the service at any time for reasons beyond its control, e.g. operational factors, force majeure, special security requirements or regulations, or bad weather (e.g. dense fog etc.). In such a case, the customer has no obligation to make payment, and any payments that have already been made will be refunded. However, Fraport AG cannot be held liable for damages in these cases.

2.3 Prices, Modes of Payment and Changes to Prices

The published individual and minimum group prices apply. The indicated prices are final, include the applicable value-added tax and must be paid in full. We do grant discounts to travel companies and tour operators. On-site payment may be made in cash, by credit card or by debit card (Maestro only). For group bookings, it is also possible to request and pay an invoice. Online payment can be made by credit card or PayPal. It is not possible to pay by check or to make advance payment.

Fraport AG reserves the right to change the published prices at any time. When this occurs, customers are immediately notified in writing. However, price increases only apply to booked services that are scheduled to be provided more than 14 days after such notification. If a price increase applies to a customer, he or she is entitled to withdraw from the contract by giving written notice without delay but no later than 14 days after the price increase was announced.

2.4 Delays, Cancellations and Cancellation Fees

Bookings made via the booking office of the Visitor Services may only be cancelled free of charge until the 10th weekday prior to the day of the event. If a booking is cancelled at any time after that, a cancellation fee will be charged for each booked group. In all cases, the

cancellation fee is equal to 60% of the applicable minimum group price for the selected tour (exception: Premium Tour). In the case of the Premium Tour, a cancellation fee amounting to 60% of the basic price (basic module) is due. All cancellation fees must be paid in response to an invoice issued for this purpose. All cancellations must be sent in writing by ordinary mail to Fraport AG Frankfurt Airport Services Worldwide, Corporate Communications/Visitor Service, 60547 Frankfurt am Main, Germany, by email to rundfahrten@fraport.de, or by fax to +49 (0) 69 690-53341) and are not confirmed.

In the case of bookings purchased on site or via the online shop of the Visitor Service, the price can only be refunded in the form of a voucher (for the amount of the cancelled tour's price).

2.5 Instructions

Instructions given by service personnel of Fraport AG must be followed. This applies especially in areas that are subject to tighter security. The airport user regulations must also be observed; these are posted in the terminals and online at www.fraport.com.

The currently applicable security instructions are included in the information sent with the booking confirmation. Compliance with them is an essential prerequisite for providing these services.

3. Advance Sales of Tickets for Events of the Visitor Service

3.1 Advance Sales of Tickets

Fraport holds events organized by the Visitor Service at Frankfurt Airport. The tickets required to attend them can be purchased in advance in the online shop of the Visitor Service.

The published individual prices apply. They only cover admission to the event venue. The indicated prices include the applicable value-added tax. Payment can be made on site in cash or using a credit card or German Maestro debit card. It is not possible to pay by check. For bookings made and paid for on site or in the online shop, the price is retained as the cancellation fee and not refunded.

3.2 Holding of Events by the Visitor Service

Fraport AG reserves the right to cancel events for important reasons such as airport operations, force majeure, special security situations or requirements, or poor weather. Fraport AG is not liable for any damages suffered in these cases.

4. Online Retail Platform of Fraport AG

4.1 Reservation Service for Articles Sold by the Airport Shop

Fraport AG offers customers at Frankfurt Airport the reservation service described below, on the basis of the currently valid product descriptions. The service only comprises use of the online retail platform at <https://shop.frankfurt-airport.com> for reserving articles that are available from the Airport Shop.

4.2 Conclusion of a Contract and Provision of the Fraport Reservation Service for Articles Sold by the Airport Shop

Customers can go to the website at <https://shop.frankfurt-airport.com> to reserve articles available from the Airport Shop in advance. All parts of the reservation form must be completed. After a reservation has been received, the customer automatically receives confirmation of its receipt by email. After receiving such a reservation, Fraport AG checks whether the reserved articles are in stock. The reservation becomes legally binding when Fraport AG sends an order confirmation by email to the customer.

Along with the order confirmation, the customer is notified that it is necessary to present the confirmation when picking up the reserved articles on the selected pickup day.

An actual purchase contract for the articles is not concluded between Fraport AG and the customer until they are actually picked up in the “FRA Airport Tours & Shop” in Terminal 1, Concourse C at Frankfurt Airport.

After receipt of the order confirmation, the reserved articles may only be picked up in the shop during its published business hours (daily between 10 a.m. and 6 p.m.). The reserved articles will only be kept for the customer until the shop closes on the selected day. If they have not been picked up by that time, the reservation lapses and the customer can only purchase them in the shop if they are still available.

4.3 Payment

Reserved articles may only be paid for in the Airport Shop. The accepted modes of payment are cash, debit card (Maestro only) and credit card (MasterCard, VISA or American Express).

4.4 Cancellations and Warranty

Reserved articles may be cancelled prior to pickup free of charge. After receipt of merchandise, the legally ensured warranty rights apply.