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

Valid as of April 2022
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1.1 Applicability

These General Terms and Conditions (henceforth “GTCs”) apply to all 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, visit to a facility (Visitor Center or Visitors’ Terrace), or use of the online shop of the Visitor Service. These GTCs constitute part of every such contract concluded between a customer and Fraport AG and regulate the rights and obligations of both sides. Any individual agreements diverging from these GTCs that are concluded between Fraport AG and a customer (in the form of specific provisions or provisions in contracts) take precedence over them.

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 of the customer, with liability being limited to compensating for damages of kinds that are foreseeable and typically associated with such a contract. Liability for lost profits, indirect damages or consequential damages is excluded. Liability under the German Product Liability Law and liability based on legal provisions that establish responsibility without culpability are exempt from this restriction.

1.3 Other Agreements

The customer only has the right to 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 also applies to the elimination or modification of the 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 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 excluding 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 are 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 consumer, in other words a natural person, and place 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. Apart from this, the rules detailed in the following apply to your right of cancellation.

Notes on Consumers’ Right of Cancellation

In the case of group bookings made via personnel of the Visitor Service, you have the right to cancel this contract in writing within 14 days after concluding it without explaining your reasons for doing so.

You have the right to cancel bookings made via the online shop up until the date and time of the booked event.

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, HVM-RV1 Visitor Service, D-60547 Frankfurt am Main) or email (to besucherservice@fraport.de).

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

1.5 Information on Refunds

If bookings made through the online shop of the Visitor Service are cancelled by the deadline, the purchase price will be refunded in full via the same means of payment used to make them.
2. **Airport Tours**

2.1 **Conclusion of a Contract**

A binding contract for an airport tour booked via the online shop arises when Fraport AG sends an electronic booking confirmation to the customer.

In the case of bookings made via an employee of the Visitor Service, a binding contract arises when the Visitor Service sends a written order confirmation.

2.2 **Services**

Fraport AG offers different airport tours. All of them include the following: narration of the tour by a qualified tour guide, provision of a suitable means of transportation, and performance of the required security checks. Fraport AG also offers visits to facilities (the Visitor Center and the Visitors' Terrace). No claim to other services or the exclusive use of facilities exists.

The indicated service 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 reasons, 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. 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 lump-sum prices apply. The indicated prices are final, include the applicable value-added tax, and must be paid in full without any deductions. On-site payment may be made by credit card or debit card (EC/Maestro only). Online payment can be made by credit card or PayPal. For group bookings made via employees of the Visitor Service, it is only possible to receive and pay an invoice.

Fraport AG reserves the right to change the published prices at any time.

In the case of a change to prices, the customer will be notified in writing without delay. A price increase only applies 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, Cancelations, and Cancelation Fees**

Bookings made via employees of the Visitor Service may only be cancelled free of charge until the end of the 10th day prior to the day of the event. If a booking is cancelled any later than that, a cancellation fee is charged for each booked group. In all cases, the cancellation fee amounts to 60% of the applicable minimum group price for the selected product (tour, Visitor Center, Visitors' Terrace). Cancellation fees may only be paid in response to an invoice issued for this purpose. Cancellations must be sent by ordinary mail (to Fraport AG Frankfurt Airport Services Worldwide, HVM-RV1/Visitor Service), by email...
Regarding cancellations via the online shop, see section 1.5.

2.5 Instructions by Personnel

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. If an airport tour participant fails to follow instructions, they will be excluded from the tour. This applies even if a tour has already begun. If a participant is excluded for failing to follow instructions, they are not entitled to a refund or another tour.

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.