

General Terms and Conditions of the VIP Services at Frankfurt Airport

1. General Provisions

- 1.1 Use of the VIP services is governed by the original German-language version of these terms and conditions, the price list of VIP Services, Fraport's Airport User Regulations (<https://www.fraport.com/en/business-areas/services/purchasing-and-contracting/guide-lines-and-payment-terms.html>), as well as any agreements that are concluded within the scope of the booking process.
- 1.2 No terms and conditions of the Customer that deviate from these provisions apply, also if Fraport knows of them without explicitly rejecting them.

2. Available Services

The services provided by VIP Services are those indicated in the currently valid price list, which can be viewed at [https://vip.frankfurt-airport.com/content/dam/fraport-travel-vip-services/pdf/2024-neueste-doks/FRA_VIP_Service_Catalog_and_Price_List_EN_2024_04.pdf/ jcr content/renditions/original/FRA_VIP_Service_Catalog_and_Price_List_EN_2024_04.pdf](https://vip.frankfurt-airport.com/content/dam/fraport-travel-vip-services/pdf/2024-neueste-doks/FRA_VIP_Service_Catalog_and_Price_List_EN_2024_04.pdf/jcr:content/renditions/original/FRA_VIP_Service_Catalog_and_Price_List_EN_2024_04.pdf).

- 2.1 If the Customer requests services of VIP Services that are not included in the price list, they must be separately clarified and agreed on in writing with VIP Services. This may incur additional costs that must be borne by the Customer. The Customer may book special services only in addition to the basic VIP services offered, not separately on their own. Any special wishes and services must be documented by Fraport in the form of a written addition to this contract.
- 2.2 Personnel of VIP Services wear nametags to identify themselves to passengers at the arranged meeting place. If a passenger fails to report to these Fraport employees within 15 minutes after the agreed meeting time, Fraport is exempted from all further obligations. In this case, Fraport is entitled to charge the passenger for the actually incurred and documented costs. The Customer is then free to prove, if possible, that no costs at all or significantly lower costs than those charged by Fraport have actually been incurred.
- 2.3 In accordance with EU Regulation EC 1107/2006, passengers with reduced mobility are entitled to a separate, cost-free service that must be separately booked via the airline or travel agent in each case. On request, Fraport will also serve passengers with reduced mobility within the scope of the VIP services unless they require medical care, are bed-ridden, or are unable to climb stairs without assistance. The extent of reductions in mobility in a given case must be communicated to Fraport in advance when inquiring about a booking.
- 2.4 If the Customer provides incorrect information in connection with a booking request, Fraport reserves the right to refrain from providing or abort the provision of VIP services. In such a case, Fraport is free to invoice the client for actually incurred and concretely documented costs. The Customer is then at liberty to prove, if possible, that no or significantly lower costs than those actually charged have been incurred to Fraport.

3. Obligations of the Customer

- 3.1 The Customer is obliged to completely and accurately provide all data that is required in order to provide the services indicated in the booking request. The Customer must inform the passengers involved about the obligations that must be met in order for the contract to be fulfilled (sections 2.2 and 3.2 to 3.5).
- 3.2 The passengers must be in possession of valid travel documents and a valid ticket or booking for the flight indicated in the booking request.
- 3.3 Within the scope of using the VIP services, the passengers are personally responsible for complying with the officially mandated requirements such as submission to air security, passport, and customs checks. Passengers are also obliged to undergo a security check unless they present a corresponding exemption in writing.
- 3.4 If passengers arriving from another country carry merchandise or cash money that they are required to declare, they may not enter the VIP Services areas (located behind the VIP Services' own security gate) unless they have previously submitted a request to the central customs office of the city of Frankfurt am Main for a customs check to be performed outside the normal customs area. The passenger is also required to inform the responsible Fraport employees of this prior to entering the VIP Services areas.
- 3.5 If a passenger departing for a destination outside the European Union carries merchandise or cash money that must be declared, they are obliged to complete the required formalities sufficiently in advance of their flight's departure. It is possible to have the customs check carried out within the VIP Services area for a fee. Up-to-date information on travel allowances and requirements to declare cash can be found here: <https://www.zoll.de/EN/Private-individuals/Travel/Leaving-Germany/Restrictions/Cash/cash>.

4. Bookings, Conclusion of Contracts, Changes to Bookings

- 4.1 Booking requests for VIP services can be submitted:
 - 4.1.1. via the online booking service at <https://vip.frankfurt-airport.com/en/contact-and-booking/booking.html>
 - 4.1.2. by calling the number +49 (0)69 690-70366, or
 - 4.1.3. by sending an email to vip-services@fraport.de.
- 4.2 The Customer is required to provide Fraport with the names of all passengers for which services are requested.
- 4.3 Requests to book VIP services must be submitted along with all required information no later than 24 hours prior to the flight event concerned as indicated in Frankfurt Airport's current list of arrivals and departures (scheduled time of arrival = STA and scheduled time of departure = STD) via one of the contact channels listed in section 4.1.
- 4.4 By submitting a booking request, the Customer submits a binding and irrevocable invitation to Fraport to conclude a contract for the VIP services concerned. The booking does

not become legally binding until Fraport sends confirmation of the order to the Customer. If the order confirmation contains any errors, the Customer must inform Fraport of this without delay via one of the contact channels indicated in section 4.1.

- 4.5 Fraport will not accept and confirm a booking request unless and until a credit card is provided for payment of the requested services or advance payment is made for them. Until one of these two conditions is met, Fraport enters the booking request in a waiting list. Fraport charges the submitted credit card after providing the service.
- 4.6 If Fraport is unable to immediately confirm a booking request due to capacity constraints, it enters it in a waiting list and informs the Customer of this by telephone.
- 4.7 If Fraport is able to meet a booking request that had initially been placed on the waiting list pursuant to section 4.5 or 4.6, it informs the Customer of this by telephone. If the Customer then declares that the booking request is still valid, Fraport confirms its execution.
- 4.8 In the case of booking requests in connection with a departing flight, the information pursuant to section 4.7 is provided no later than two hours prior to the departure time (STD) indicated in Frankfurt Airport's current flight schedule. For booking requests for arriving flights, the information indicated in section 4.7 is provided no later than two hours prior to the currently expected landing time (ETA).
- 4.9 The Customer must inform Fraport without delay during the working hours of the VIP Services (8 a.m. to 6 p.m. CET) of any changes to booking requests that have already been confirmed by Fraport, for example regarding flight times or numbers of passengers, via one of the channels indicated in section 4.1. The changes are not binding unless and until the Customer receives a correspondingly modified order confirmation from Fraport.

5. Cancellation, Consequences of Short-Term Cancellations, No Right of Revocation

- 5.1 Booked services may be cancelled free of charge until 48 hours prior to the STA or STD using the contact channels indicated in section 4.1.
- 5.2 In the event of a cancellation received less than 48 hours prior to a flight event, Fraport will charge the Customer one of following fees:
 - 5.2.1. 48 to 24 hours before providing VIP services: 80% of the value of the order
 - 5.2.2. Fewer than 24 hours before providing VIP services: 100% of the value of the order

It is the Customer's prerogative to submit evidence that Fraport has not suffered any or considerably fewer costs than the cancellation fees it has charged.

- 5.3 When VIP or other services are booked, this gives rise to a contract for providing services on a specific date in the sense of Section 312g, Paragraph 2, No. 9 of the German Civil Code. On this basis, the Customer has no right of withdrawal and the cancellation rules indicated in the foregoing apply.

6. Payment Terms

The costs for VIP services must be paid either in advance or using a credit card. In the event of advance payment, it must be received no later than 10 days prior to the start of performance. It may be possible to apply payment rules deviating from this on a case-to-case basis.

7. Liability

Fraport is liable without limit in the event of loss of life, injury, or harm to health. Fraport is also fully liable for damage to property and financial losses if these are the result of intentional actions or gross negligence. In all other cases, Fraport 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 liability being limited to repairing or compensating for damages of kinds that are foreseeable and typically associated with such a contract. Damages of no more than 5,000 euros are regarded as typical and foreseeable for contracts of this kind. Both liability under the German Product Liability Act and liability based on provisions of law that also provide for responsibility without fault remain unaffected.

8. Confidentiality and Data Privacy

Fraport electronically captures and processes data received within the scope of carrying out and administering orders. In the case of personal data, this is done in accordance with the provisions of the German Data Protection Act and the German General Data Protection Regulation. Information for affected parties in connection with Articles 13 and 14 of the latter is available at <https://www.fraport.com/en/our-group/data-protection-statement.html>.

9. Offsetting, Right of Retention

- 9.1 The Customer may only offset claims of Fraport arising from the contractual relationship with demands that are undisputed or have been upheld by a court of law.
- 9.2 The Customer may only exercise a right of retention vis-à-vis demands of Fraport on the basis of demands that are undisputed or have been upheld by a court of law.

10. Final Provisions

- 10.1 The European Commission has established a platform at <http://ec.europa.eu/consumers/odr/> for online resolution of conflicts Fraport's email address is info@fraport.de. Fraport is not obliged to participate in any alternative consumer-oriented conflict resolution process and currently also declines to do so.
- 10.2 The place of fulfilment and jurisdiction is Frankfurt am Main, Germany, also for resolving conflicts arising from or relating to this contract if the Customer is a merchant in the sense of the German Commercial Code.
- 10.3 This English-language translation has been prepared with all due care and diligence. In the event that any disputes should arise, however, in cases of doubt the original German version of these Terms and Conditions shall take precedence for resolving them.

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