



Fraport Ground Services Executive Aviation Conditions of Use and Charges

Effective January 1st, 2024 the following terms and charges apply for passenger, crew and aircraft handling services provided by Fraport Ground Services Executive Aviation at the Fraport General Aviation Terminal (GAT).

A. Services & Charges

1. General service package:

a) Services:

Acceptance of aircraft/helicopter;
Removing wheel blocks;
Tie-down of small aircraft in case of severe weather warnings;
Loading and unloading of up to 15 baggage items (for more than 15 baggage items a special service charge applies);
One-way transportation of baggage items from the aircraft to the General Aviation Terminal and vice versa;
One-way transportation of passenger from the aircraft to the General Aviation Terminal and vice versa;
One-way transportation of crew members from the aircraft to the General Aviation Terminal and vice versa;
Engine start-up assistance;
Communication between aircraft and service provider on company frequency (VHF 131,885 MHz, Callsign Fraport Executive) according to BADV, Annex 1, item 5.3;
Reporting flight data and TOBT according to BADV, Annex 1, item 1.1;
Assisting in placing orders for aircraft fueling;
Arranging of special services within Fraport AG – see also A.3.;
Waste disposal;
Use of crew lounge;
Wireless LAN connection (Wi-Fi);

b) Charges:

For the above-mentioned services the following handling charges apply, if the services are provided between 06:00 CET and 22:00 CET:

I	II	III	IV	V	VI	VII
more than 33 metric tons MTOM	up to 33 metric tons MTOM	up to 20 metric tons MTOM	up to 14 metric tons MTOM	up to 5.7 metric tons MTOM	Rotorcraft	Medical flights (SR)
€ 915,00	€ 728,00	€ 650,00	€ 482,00	€ 354,00	€ 397,00	€ 163,00

These handling charges are charges within the meaning of Section 10 paragraph 1 of the German Value Added Tax Act (UStG). Therefore, the debtor of the charges must also pay the respective VAT.

c) Night supplement:

A 100-percent surcharge on the charges set out under item 1b) will be made for the partial or full use of the General Aviation Terminal area between 22:01 and 05:59 CET. This also applies in case of charge adjustments pursuant to sector B.2 of this provision.

d) Services not included:

The handling charges mentioned under item 1 b) do not cover the following services: Special expenditures incurred by Fraport Ground Services GmbH from charges levied by third parties for the procurement or use of transportation means, hotel accommodation and other services provided for the client in case of delays, flight disruptions, etc.; all commission costs, except those for arranging for third party services; official fees payable in connection with handling the client's aircraft and cargo; airport fees and charges (landing charges, passenger charges, parking and hangar charges, etc.); taxes, dues and fees arising from the client's operations; costs for implementing special measures; rooms required by the client; other agreed expenditures; non-contractual work and services of any type.

2. Accounting basis:

- a) For the calculation of the handling charges, the officially recorded air traffic control flight data will be used. If these data are not sufficient, the data contained in the pre-registration of the flight, as submitted to Fraport Ground Services GmbH, will additionally be considered for establishing the handling charges (see Section C, item 2.). Fraport Ground Services GmbH expressly reserves the right to verify the information provided by the airline.
- b) Short-term changes in the flight status, which may lead to a change in the relevant handling charges (pursuant to section B of this regulation) and have not been stored in the DFS reported flight data, must be submitted by the airline to Fraport Ground Services Executive Aviation at least 3 hours prior to departure/arrival.
- c) Incorrect or delayed change notifications will not be considered for accounting purposes.
- d) Invoice complaints must be submitted to Fraport AG, REW-FD, at least four weeks upon receipt of the invoice, stating the reasons for the complaint and the relevant evidence. Any complaints submitted after that period cannot be considered.

3. Special Services:

If due to a change in the aircraft type or a higher number of baggage items special services are required (e.g. provision of a loading crew, toilet and water services, etc.), these services must be ordered separately from Fraport Ground Services GmbH. These services will be charged on the basis of the valid list of service charges for each service provided.

4. Extended service package:

- a) Arranging for third party services and facilities (such as catering, hotel accommodation, conference facilities, landside transportation or limousine service)
- b) Providing weather information and NOTAMS
- c) Supplying coffee and hot water (1 liter/per person) and 5 kg of ice cubes upon request from aircraft crews
- d) Arranging and managing slot requests (maximum 3 procedures)
- e) Safekeeping of car keys and documents
- f) PC and printer sharing for flight crew
- g) One extra transportation for crews

The above services can be requested individually and will be billed individually according to the valid list of service charges of Fraport Ground Services GmbH. As far as the services under item 4 a) - 4 g) will be ordered in combination, a fee of € 147,70 will be charged.

5. Commission fee:

If and insofar as Fraport Ground Services Executive Aviation advances payment for services rendered, a fee of 15% will be charged.

6. Agreements diverging from this contract (applicable for regular use of handling services)
The aforementioned services, in particular those listed under item 1 ("General Service Package"), as well as all other conditions regarding the handling of passengers, crews, and aircraft in the General Aviation area do not apply, if a different written agreement for regular handling services in the General Aviation area has been concluded between Fraport Ground Services GmbH and an individual airport user. Such agreements are concluded in order to meet Fraport Ground Services GmbH's operational interest in providing smooth and efficient handling processes. Airport users, however, have no legal claim on the conclusion of an individual handling contract with Fraport Ground Services GmbH.

B. Regulation governing live and ferry flights as well as technical landings and takeoffs

1. A flight within the meaning of this contract consists of one landing and one departure operation, with each operation accounting for 50%. The charges mentioned under section A item 1 b) refer to a full flight (landing + departure) and thus correspond to 100 % of the respective total charge to be paid. The following percentage shares apply for calculating the handling charge:

Handling		Percentage of the handling charge to be paid	
Arrival	Departure	Arrival	Departure
Landing with load/passengers (live in)	Takeoff with load/passengers (live out)	50%	50%

2. If and insofar as one part of the flight (landing or departure) or both parts of the flight (landing and departure) require limited handling services and have been qualified as a ferry flight (ferry in/out) or as a ferry flight with hangar position (ferry in/out with hangar position), the following

Handling		Percentage of the handling charge to be paid	
Arrival	Departure	Arrival	Departure
Landing with load/passengers (live in)	Takeoff without load/passengers (ferry out)	50%	25%
Landing without load/passengers (ferry in)	Takeoff with load/passengers (live out)	25%	50%
Landing without load/passengers (ferry in)	Takeoff without load/passengers (ferry out)	25%	25%
Technical landing (ferry in with hangar position)	Technical takeoff (ferry out with hangar position)	12,5% *	12,5% *

percentage shares apply:

- a) Except the category VII, medical flights – see 1.b)

* charges will be rounded off.

C. Conditions of use and terms of payment

1. Utilization of the Fraport Executive Aviation area is basically restricted to aircraft and helicopters of position groups 1 and 2, or general aviation aircraft with 18 seats maximum. After prior written request, Fraport AG may allow exceptions. However, there is no legal claim for being granted such an exception.
2. Flights must be pre-registered in writing sufficiently in advance (at least 24 hours before arrival). The written pre-registration must be submitted to Fraport Ground Services Executive Aviation (via SITA, mail or fax). Allocation of slots or granting of traffic rights alone does not imply that this requirement has been fulfilled. The written pre-registration is imperative to maintain regular operations. Any additional expenses incurred because of flights which have not been pre-registered or registered too late, will be charged to the client – possibly, as a flat rate.
3. If there is no handling contract between the user of the General Aviation Terminal and Fraport Ground Services GmbH, the general terms and conditions of Fraport AG apply.

D. Liability

1. Regarding liability and indemnity, the provisions of Sub-Article 8.5, IATA AHM 810, 2018 will apply to all services rendered for airlines.
2. Notwithstanding the provisions of Sub-Article 8.5 IATA AHM 810, 2018 the following provision will apply:
Notwithstanding Sub-Article 8.1 (d), the handling company will indemnify the carrier for all physical losses/damage to the carrier's aircraft arising from the handling company's negligent operation of ground handling equipment, whereby the handling company's liability for loss of or damage to the aircraft handled is restricted to the carrier's insurance deductible. This deductible must, in any case, not exceed an amount of US\$500,000. Losses or damage of less than US\$3,000 will not be compensated. To exclude all possibility of doubt, we point out that the existing Sub-Article 8.5 - unless otherwise stated - does not in any way prejudice the general validity of Sub-Article 8.1, including the principle that the carrier shall not make any claim against the handling company and shall indemnify it against any liability for consequential loss or damage.

E. Contacts for Fraport Executive Aviation

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F. Publication / Effective date

Fraport Executive Aviation's conditions of use and charges are published via bulletin board notice in the Fraport Executive Aviation Terminal (GAT) as well as on the Fraport Ground Services GmbH's Website (www.fraport-groundservices.com).

The above provisions are effective January 1st, 2024, replacing the conditions of use and terms of payment valid until that date.

Frankfurt/Main, 01 January 2024

Fraport AG
Ground Services

ppa.

Dr. M. Kleiner

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C. Cardiga

This translation is provided for your convenience only. In the case of any dispute, the German text shall be binding.