

7. Flughafen Hamburg GmbH: Terms of Payment

Effective as of 30.06.2005

- 1.** All services provided by FHG are chargeable. Where the charges have not been published, enquiry should be made with the responsible office. The following terms and conditions apply for all services provided by FHG. Additions, amendments and supplementary agreements are subject to written confirmation on the part of FHG. Conditions imposed by the customer which deviate from these terms and conditions are herewith expressly rejected by FHG.
- 2.** All charges and fees must be paid at the very latest by the completion of service delivery, and in normal circumstances by cash in advance, unless an alternative means of payment has been expressly agreed in writing.
- 3.** Cash payments are to be made to the FHG Cashier's Office, strictly nett and without deduction.
- 4.** Where a means of payment other than cash has been agreed, FHG will invoice the customer for services provided. The invoices will be paid by direct debit.
- 5.** An agreement according to Point 4 of these terms is conditional upon the customer providing FHG with security in the form of either a security deposit or a directly enforceable, open-ended performance guarantee, furnished by a major bank based in Germany, in the amount determined by FHG. The standard security required is the equivalent of three months' worth of orders or three months rent. If these values increase, FHG is entitled to require an equivalent increase in the security provided.
- 6.** The customer must cover any costs incurred by FHG in the transfer of funds.
- 7.** For non-cash payment, the date of payment shall be considered to be the date of unconditional crediting of the amount to FHG's account.
- 8.** All rights of retention are excluded. Offsetting costs with counterclaims from the customer is only permissible when these are recognised or legally ascertained.
- 9.** Should payment be in arrears, interest is payable at 8 percentage points above the current basic rate. The basic rate that applies on the 1st day of a month is to form the basis of every interest calculation during that month. In addition, FHG is authorised to charge a flat rate of EUR 30.00 in costs for the issuance of payment reminders. The interest rate stated above applies to all FHG claims. Any further verifiable costs incurred by FHG must also be reimbursed.
- 10.** If a customer falls into payment arrears, FHG is entitled to require all future payments to be made in cash and/or to require future charges and fees to be made in advance, with immediate effect.

- 11.** Unless otherwise stipulated by the customer, payments shall be credited initially for any costs, then for interest and finally for the main debt, whereby older debts shall be met first.

In the case of late payment, FHG is authorised to determine how incoming payments shall be assigned, irrespective of how the customer may have earmarked these payments.

- 12.** All charges and fees count as charges ("Entgelte") in respect of §10(1) of the Value Added Tax Act ("Umsatzsteuergesetz"). The customer is required to pay the applicable Value Added Tax ("Umsatzsteuer") in addition to all charges and fees, wherever the services provided are eligible and liable for Value Added Tax.
- 13.** The place of fulfilment and competent jurisdiction is Hamburg.