

GENERAL SALES CONDITIONS
PAX Airport Shopping GmbH
Kaiserstrasse 57, D-60329 Frankfurt am Main, Germany
Trade Register Frankfurt am Main, HRB 83323

- hereinafter referred to as "**PAX**" and/or "**we/us**" -

1. Area of Validity

- (1) The following General Sales Conditions (hereinafter referred to as "GSC") apply to all contracts on the sale of moveable items (hereinafter referred to as "Merchandise") within the context of stationary trade at airports in Germany between the Customer (also referred to as "Buyer") and PAX. They also apply to all future purchase contracts, even if they have not been expressly agreed again.
- (2) We hereby expressly reject deviating conditions of the Customer, unless we have expressly agreed to these conditions.
- (3) Individual agreements with the Buyer (including side agreements, additions and changes) made in isolated cases take precedence over these GSC in any case. A written contract and/or the written confirmation by PAX is decisive for the content of such agreements.
- (4) References to the validity of legal regulations have a purely clarifying purpose. The statutory regulations thus also apply without such a clarification, unless they were changed directly in these GSC or are expressly precluded.

2. Offers / Reservations / Conclusion of Contract

- (1) Offers by PAX are subject to change and non-binding, unless they have been expressly declared as binding.
- (2) The reservation of Merchandise by the Customer is non-binding for both the Customer and PAX. PAX will however strive to have the Customer's reservation available in the agreed PAX retail outlet on time. The Customer is not obligated to enter into a purchase contract regarding the reserved Merchandise in the PAX retail outlet as a result of his reservation.
- (3) A purchase contract arises solely within the PAX premises (retail outlet) and can only be entered into there.

3. Prices / Payment Conditions / Default of Payment

- (1) All prices include the statutory value added tax. Unless agreed otherwise, the respective prices provided by PAX at the point in time of the completion of the contract apply.
- (2) If the Customer has reserved Merchandise in response to a price offer made by PAX and has indicated the collection date and the PAX-retail outlet in advance, the price of this offer also applies when the contract is concluded at the point in time of the indicated collection time in the respective PAX-retail outlet.
- (3) Payment of the purchase price is due immediately when the contract is concluded. The Buyer may use any of the payment methods provided in the retail outlet.
- (4) In the case of default of payment, the statutory regulations apply.

4. Warranty

The warranty (liability for defects) is regulated in accordance with the statutory provisions.

5. Retention of Title

PAX retains the title to the Merchandise until all payments arising from the purchase contract have been received.

6. Liability

- (1) Where claims for compensation are raised against PAX, we are liable for intent or gross negligence, including the intent and gross negligence of our legal representatives or agents. In all other cases, the liability, excluding in the case of the intent or gross negligence, is limited to the typically losses foreseeable at the point in time the contract is concluded.
- (2) We are only liable for minor negligence if an obligation that is of particular importance to the contract purpose ("Cardinal Obligation") is violated. Where such an obligation is violated, the liability is limited in accordance with section (1).
- (3) Unless regulated otherwise above, liability - without regard to the legal nature of the claim raised - is precluded. This applies in particular to claims for compensation arising from faults during the conclusion of the contract or arising from other violations of obligations or from claims for compensation due to prohibited action in accordance with § 823 BGB [German Civil Code]. This limitation also applies if the Customer demands the replacement of useless expenditure instead of a claim for compensation.
- (4) Liability in accordance with the Product Liability Act remains unaffected (§§1, 14 German Product Liability Act).
- (5) All exclusions and/or limitations of liability stated above do not apply to damages to life, limb and health of humans.

7. Applicable law

- (1) This contract is subject to the law of the Federal Republic of Germany. The UN Sales Law (Convention on Contracts for the international Sale of Goods – CISG) is precluded. This applicable law only applies to consumers insofar as it does not result in the withdrawal of the protection provided by binding statutory regulations of the state in which the consumer is ordinarily resident.
- (2) The place of jurisdiction for all disputes arising from this purchase contract is our registered office if the Customer is a registered trader, legal entity under public law or a special fund under public law or does not have a general place of jurisdiction in Germany. We are however also entitled to take legal action against the Customer at his place of residence or his registered office.
- (3) Should individual regulations of these Sales Conditions be or become legally invalid or inexecutable in whole or in part or if regulatory gaps are found, the remaining provisions are not be affected.
- (4) The language of the contract is German.