

TERMS AND CONDITIONS

Offer:

Our offers are non-binding, so we recommend that you order early. Ordering and order confirmation regarding rental omnibuses can occur in writing or by telephone. These have to include the desired bus size, furnishings (comfort), departure time, departure point, route as well as a mandatory return time. The order only becomes binding with our written confirmation.

Prices and price changes:

Price offers are made according to the customer's specifications. The services which are determined after the ride shall be decisive for the calculation. The calculation is based upon frame, time, size and furnishings of the omnibus as well as the total number of kilometres, including all detours for which we are not responsible as well as all departure and return trips. If more people travel than is stated in the order, if the route is extended or if the trip ends at a later date than agreed, a recalculation shall occur. The bill will be created according to the currently valid price list. All additional costs, such as fees for road (tolls), ferries, parking, phone calls, travel management and mediation, as well as accommodation costs for drivers and guides, are to be paid by the customer and are not included in the fare. Likewise, the customer shall bear the costs incurred as a result of exceptional soiling of and damage of the bus by the passengers.

Taking children along:

Children may be taken by the passengers only if their seats when taken into consideration in the ordering of the rental omnibus. The person accompanying the child shall bear the responsibility for looking after the child. Standing or kneeling on the seats is not allowed. For damages that are caused due to a lack of supervision, the person accompanying the child and the legal representative shall be liable towards us.

Luggage transport:

Per person, we transport one suitcase with the dimensions 80 x 50 x 25 cm max. 20 kg (no oversized baggage), as well as one small piece of hand luggage with the dimensions 30 x 20 x 15 cm. Unfortunately, we can NOT take extra bags, even for a surcharge, since the storage/luggage compartment of each bus is limited. We ask for your understanding. Luggage and other items which are brought along have to be supervised by the passenger himself. We are not responsible for theft or damage, so it is strongly recommended that you take out a luggage insurance policy. The passenger is liable for any damage caused by objects which he takes

with him.

Behaviour while driving:

Passengers are requested to comply with the instructions of the crew. People who oppose these instructions, intoxicated persons or people who annoy passengers or damage facilities, etc., will not be transported. You are not entitled to a refund of fare. Costs incurred by exceptional soiling and damage of the omnibus are to be reimbursed. When taking or leaving his place, each passenger is obliged to ensure that he has a firm foothold, particularly near the outer doors, so that he does not cause any harm to either himself or others when the inevitable sudden movement and bumps occur during operation. Damage caused by disregarding these precautions shall be borne by the passenger. Furthermore, the provisions of the BO-Kraft [Provisions for the operation of motor vehicles companies for passenger transport] apply (Sections 12, 13).

Implementation:

We endeavour to provide ordered rental omnibuses on time. A guarantee for the established travel plan cannot be accepted. The driver must comply with legal requirements, such as those of the StVO [traffic regulations], the StVZO [Road Traffic Licensing Regulation] and the BO-Kraft as well as those concerning working time. The customer therefore may not provide the driver with any instructions that make compliance with such regulations impossible. The driver is entitled to reject such instructions and to insist on compliance with the contractual agreements.

Change of order/cancellations:

If a fixed order is changed with respect to date, number of persons, bus comfort, or departure and return times and we can agree to the requests for these changes, we will charge a processing fee of EUR 10.00 per order item. If a fixed order is withdrawn/ cancelled, any costs for reservations of any kind which have been accrued up until that point, such as visa costs, procurement fees, hotel cancellation fees, etc., will be charged at their actual amount. The following costs will also apply: 30% of the respective order amount up to 30 days prior to the travel date; 50% of the respective order amount up to 5 days prior to the travel date; 60% of the respective order amount up to 2 days prior to the travel date; 80% of the respective order amount up to 1 day prior to the travel date; 90% of the respective order amount on the day of travel. Changes and cancellations must be made in writing and within our business hours (Monday - Friday 8:30 a.m. to 6:30 p.m.). The bus drivers are not authorised to accept changes or cancellations.

Unavailability:

An obligation to provide transportation exists only if the transportation

conditions are met, if transportation is possible and if it is not prevented by circumstances for which we are not at fault (for example, breakdown of the omnibus, roadblocks, road conditions, etc.). Deviations, malfunctions, travel interruptions, etc., for which we are not at fault do not give rise to any liability for damages on our part. The actual costs incurred will be charged by us. If the omnibus which we have confirmed cannot be provided due to reasons of force majeure, we will endeavour to provide a replacement which is as equivalent as possible. In the case that a vehicle is not available, we will endeavour to transport the passengers as soon as possible. Further claims on the part of the customer do not exist.

Liability:

For transportation with our omnibuses, we are liable under the statutory provisions for damage up to a maximum of 500.00. EUR. Your participation in excursions and guided tours occurs at your own risk. We are not liable for damage caused through the fault of the passenger or by loading the luggage. If other undertakings are involved for the provision of travel (rooms agencies, restaurants, hotels, other transport companies, etc.), we are simply an intermediary and are therefore not liable. The liability of these undertakings and people remain unaffected; their own transport and business conditions apply. Any claims against us expire if they are not made in writing immediately following the end of the trip.

Lost and found property:

No liability is assumed for items which are lost or forgotten on the bus.

Passport and customs regulations:

During cross-border traffic, the customer is responsible for compliance with the passport, visa, currency and customs regulations for all travel participants. All costs, penalties, customs fees, etc. incurred by failure to comply with these provisions shall be borne by the customer/ passenger.

Billing/payment:

Billing generally occurs in the name of the party that placed the order. If a different form of billing is desired, this should be stated when placing the order. The invoice amount is due immediately, net, and without any deductions. Any applicable bank charges for foreign payments or fees for foreign checks shall be borne by the customer.

Through ordering, these transportation and business conditions are accepted. Deviations require the written form. We ask that you do not present the drivers with any complaints that you might have; instead, please send such complaints in writing directly to our office. With regard to fully qualified merchants, the

jurisdiction and place of performance is exclusively the headquarters of our company. With regard to customers who are not fully qualified merchants, the place of jurisdiction for the enforcement of claims according to the order for payment procedure pursuant to Section 688 et seqq. ZPO [German Code of Civil Procedure] is exclusively the headquarters of our company.