

## **Terms & Conditions Absolute Touring GmbH**

General Terms and Conditions of Absolute Touring GmbH and associated companies:

### **§ 1 Offer and Conclusion of the Contract**

Offers of Absolute Touring GmbH are subject to confirmation and are non-binding.

The customer shall be able to submit their order orally or in writing. The contract shall be concluded upon written confirmation of the order by Absolute Touring GmbH.

### **§ 2 Scope of Services**

The particulars in the written confirmation shall be decisive in relation to the scope of the contractual services.

The services comprise, within the scope as defined in the written confirmation, the provision of a vehicle of the agreed type with a driver and transportation.

The agreed service does not, under any circumstances, comprise supervision of passengers or items of property which the customer or one of his or her passengers leaves in the passenger compartment of the vehicle, or supervision of luggage, in particular during loading and unloading.

### **§ 3 Price and Payment**

The price agreed at conclusion of the contract and the agreed payment plan agreed on this basis shall apply.

### **§ 4 Termination and Withdrawal by the Customer**

Should the customer terminate the contract prior to the end of the trip or should the customer not make use of the vehicle, no exemption from the obligation to pay remuneration shall be granted, unless the circumstances of termination are based on instances for which Absolute Touring GmbH is responsible. Absolute Touring GmbH must take into account the expenses spared and the benefits of use of the vehicle by a different customer.

In such cases, the customer must pay the following lump sums:

In case of non-utilization up to 30 days prior to travel commencement: 10 % of the contractually agreed total sum.

In case of non-utilization up to 11 days prior to travel commencement: 25 % of the contractually agreed total sum.

In case of non-utilization from the 10th day prior to travel commencement: 50 % of the contractually agreed total sum.

The payment of compensation shall be increased or reduced accordingly if Absolute Touring GmbH can prove a higher loss or the customer can prove a lower loss.

In particular, in the case of pre-booked ferries on behalf of the customer, higher levels of damages are possible due to significantly longer deadlines for cancellation.

### **§ 5 Termination and Withdrawal by the Carrier**

Absolute Touring GmbH and the customer shall be entitled to terminate the contract if an important reason is present for which they are not responsible, and which makes the continuation of transportation unreasonable. In particular, the said provision shall refer to cases of force majeure, such as war, civil unrest, epidemics, significantly dangerous weather and road conditions, border closures and roadblocks.

In case of non-availability of the vehicle through no fault of its own, particularly due to accidents for which it is not responsible, technical defects arising on the vehicle despite proper maintenance, and other reasons, Absolute Touring GmbH shall be responsible for providing a replacement vehicle of the same type. In case that such a vehicle is not available due to the same reasons or lack of sufficient rental provision, Absolute Touring GmbH and the customer shall be released from their contractual obligations from the day on which the vehicle is unavailable.

In both cases, Absolute Touring GmbH shall, during the period of transportation, be obliged to undertake the necessary organisational resolution measures in agreement with the customer. Absolute Touring GmbH shall receive remuneration in accordance with its standard rates in respect of services provided. Any additional costs incurred shall be met by the customer.

### **§ 6 Liability**

Absolute Touring GmbH shall be liable in respect of damage to property in accordance with § 23 of the German Passenger Transportation Act, Personenbeförderungsgesetz, (exclusion of liability if the property damage exceeds 1,022.58 euros per person and is not due to intention or gross negligence on the part of Absolute Touring GmbH).

Otherwise, liability for breach of duty in relation to the concluded contract of transportation, regardless of the legal reason, shall, on the part of Absolute Touring GmbH, be limited to three times the transportation price, unless intent or gross negligence are present. Liability of Absolute Touring GmbH in respect of a negligent breach of significant contractual duties shall not be affected thereof.

Claims in tort, which arise outside of the contractual relationship between Absolute Touring GmbH and the customer, shall not be affected by the limitation of liability.

Any further liability on the part of Absolute Touring GmbH shall be excluded, whereby § 2 Paragraph 3 is referred to.

### **§ 7 Place of jurisdiction**

The place of jurisdiction shall be Mönchengladbach, provided that the customer is a registered trader, a legal person under public law or a special fund under public law.

### **§ 8 Applicable Law**

The law of the Federal Republic of Germany shall apply.