

## General Terms and Conditions Regarding Coach and Bus Transport

### 1. Conclusion of Contract

- 1.1. The Carrier's forms (order and confirmation) shall constitute conclusion of the Contract in writing. All other agreements and additional arrangements are to be documented in writing.
- 1.2. The ordering party shall be bound by the order for 10 days. The Carrier shall confirm the Contract of Carriage within this term. Short notice orders will be confirmed by the Carrier immediately.
- 1.3. The Carrier shall make binding telephone reservations which constitute a Contract of Carriage concluded in the form of the written order and confirmation sent to the ordering party immediately. The ordering party is to send the received order back to the Carrier after signing it. The Carrier may withdraw from the binding reservation if the ordering party on the other hand fails to return the order on request. Claims for damages due to non-fulfilment of the reservation agreement shall remain unaffected. This provision shall accordingly apply to faxes, e-mails, or similar media.

### 2. Payment of fee + prepayment

- 2.1. The ordering party is to pay the agreed fee plus value added tax.
- 2.2. In the case of new and overseas customers and orders that exceed a certain amount, the Carrier shall reserve the right to request prepayment of a maximum 100% of the agreed carriage fee from the ordering party. Prepayment is to have been paid into the Carrier's account 14 days before the date of performance at the very latest. If the prepayment has not been rendered in accordance with the Contract, the Carrier shall reserve the right to cancel the entire order.
- 2.3. The agreed rental price includes the charges for fuel, oil and other operating resources as well as the personnel costs for the driver in accordance with the agreed rental/operating time and the agreed inclusive kilometres. Other additional charges such as tolls, parking and entrance fees or ferry costs shall be borne by the ordering party. Prior to conclusion of contract, the carrier will be informing the ordering party to the extent possible of the type(s) of additional charges and the estimated amount. Should the price not include accommodation and catering costs for the driver, the carrier will inform the customer thereof in the offer prior to contract conclusion.
- 2.4. Any changes to performance requested by the ordering party after conclusion of the Contract shall be charged additionally in accordance with the Carrier's general applicable rates.
- 2.5. The ordering party shall be responsible for passenger obligation, provided that this obligation has been expressly assumed in a separate written declaration.

### 3. Services

- 3.1. On the basis of the Contract of Carriage, the Carrier shall be obliged to carry out the stipulated carriage with the agreed vehicle or, if necessary, equivalent substitute vehicle. This may also entail use of equivalent substitute vehicles of other companies. Individual agreements deviating from this shall prevail.
- 3.2. Furthermore, the Carrier shall be obliged to provide suitable and reliable drivers. Unless specifically agreed otherwise, only one driver shall be employed; this person may only work within the framework of the driving, shift and rest periods set out by law.
- 3.3. The fee relates to the stipulated services. Services not included are those which shall arise on the basis of requested changes, journeys extended due to unforeseen circumstances for which the Carrier shall not be held responsible, and the conduct of the ordering party and/or his passengers.
- 3.4. In all other respects, transport services shall be provided according to the specifications stipulated by the ordering party. In the absence of relevant specifications, the Carrier shall be responsible for providing services (programme organisation, supervision of luggage, including luggage left in the vehicle, loading and unloading of luggage, choice of travel route, and observance of the timetable and travel times). The ordering party shall be responsible for the supervision of passengers, observance of regulations concerning foreign currency, passports, visas, customs, and health, as well as all other stipulations applicable to passengers, provided no alternative agreements have been made.

- 3.5. The Carrier has no influence on unforeseen road and weather conditions, or stops, e.g. due to border controls, etc.
- 3.6. The Carrier shall provide the ordering party with room for luggage up to 20 kg per person (standard size suitcases and containers). Hazardous, perishable, flammable or explosive items are not to be taken on board. Bulky items (skis, sport equipment, and surfboards, etc.) and animals may only be taken on board the vehicle with the Carrier's express prior consent. This shall otherwise apply in cases where additional space requirements become evident to the Carrier.
- 3.7. All items and bulky hand luggage, etc., shall only be allowed in the vehicle if major damage, soiling, or hazards have been ruled out.
- 3.8. The carrier's obligation to perform does not include the supervision of passengers. When transporting minors, the carrier does not provide any contractual obligation to supervise.

#### **4. Contract amendments**

- 4.1. Changes in services on the part of the ordering party may only be undertaken in consultation with the Carrier or his staff. Changes prior to departure are to be agreed in writing.
- 4.2. The Carrier may only make changes to services, provided these are deemed necessary, have not been made in bad faith, do not essentially deviate from the agreed service, and are within reason for the ordering party. The Carrier will inform the ordering party of any major changes prior to departure.

#### **5. Duties of the ordering party**

- 5.1. The ordering party and persons under his supervision are to follow the driver's instructions required by a situation. This shall especially apply to safety and organisational instructions.
- 5.2. The ordering party shall be obliged to ensure his passengers maintain orderliness and appropriate behaviour, especially in terms of preventing damage and misuse of vehicle facilities, and soiling. In particular, the ordering party is to issue passengers an official warning following serious breaches of conduct and in the event of failing to heed this, exclude the offending party from the vehicle.
- 5.3. If such grave violations as defined in item 5.2. continue despite the Carrier or his staff's warning, the former may terminate the Contract for good cause on the basis of unacceptability. The claim to payment shall remain unaffected taking into consideration saved expenditure and the advantages of alternative use of the vehicle. The claim to compensation in lieu of performance shall remain unaffected.
- 5.4. By placing the order, the ordering party confirms having been informed of legally permissible driving and rest periods and acceptance thereof. Furthermore, the ordering party declares that his travel plans will accommodate these terms so that a violation of the permissible driving and rest periods shall be excluded.

#### **6. Withdrawal from the Contract of Carriage - non-utilisation of the transport service**

- 6.1. If the ordering party withdraws from the Contract prior to the start or end of travel, or does not utilise the ordered vehicle, this shall not discharge him from the obligation to pay the fees incurred. The Carrier shall be obliged to offset any saved expenditure and advantages gained in using the vehicle elsewhere. In this respect, the ordering party shall pay the following fixed rates; however, any payments in excess of these are to be reimbursed immediately:
  - Notification of non-utilisation up to thirty-one days prior to departure, 0% of the fee;
  - Notification of non-utilisation up to thirty days prior to departure, 10% of the fee;
  - Notification of non-utilisation up to eleven days prior to departure, 30% of the fee;
  - Notification of non-utilisation up to 24 hours prior to departure, 50% of the fee;
  - Notification of non-utilisation less than 24 hours prior to departure, 100% of the fee.
- 6.2. The ordering party shall be at liberty to prove that the Carrier is entitled to no or a lower claim.

#### **7. Claims for defects**

- 7.1. If the means of transport is not in perfect order, the ordering party may request that any defects are rectified at the Carrier's expense (rectification of the defect, or provision of an equivalent vehicle). The Carrier has the right to refuse rectification if this will only be possible at disproportionate expense.

- 7.2. The ordering party may rectify the defect in the means of transport himself or request reimbursement of the costs incurred after a reasonable period granted to the Carrier for rectification has expired, unless the latter justifiably refuses to carry this out. Setting a deadline is unnecessary, if the Carrier seriously refuses to rectify any defects once and for all, fails to provide transport on the date stipulated in the Contract or within a defined period, and the ordering party's continued interest in such performance is contractually bound to the timeliness of the performance, or special circumstances exist which justify immediate rectification after weighing up the interests of both parties. Furthermore, the deadline may no longer apply if rectification by the Carrier has failed, or is unacceptable for the ordering party.
- 7.3. In the case of defective means of transport, the ordering party may reduce the fee due after informing the Carrier of such, if the latter has failed to rectify any defects within the reasonable period set by the former. This deadline may not apply under the prerequisites set out in item 7.2.
- 7.4. The ordering party may withdraw from the Contract in lieu of a price reduction (item 7.3.), if the Carrier has failed to rectify any defects within the reasonable period set by the former. This deadline may not apply under the prerequisites set out in item 7.2. Withdrawal will not be permissible, if breach of duty is immaterial.
- 7.5. In addition to the rights set out in items 7.3. and 7.4 (price reduction; withdrawal), the ordering party may claim compensation from the Carrier in lieu of performance provided that the latter is responsible for the defective means of transport and has failed to rectify any defects within the reasonable period set by the former. Setting a deadline will be unnecessary, if the prerequisites set out in item 7.2. have been met. Compensation in lieu of performance may not be claimed, if breach of duty is immaterial.
- 7.6. In lieu of claim for compensation and under the prerequisites of item 7.5., the ordering party may request reimbursement of the expenditure incurred in his reliance on a means of transport free of defects, or reasonably allowed, provided that its purpose could also have been achieved without the Carrier's breach of duty.
- 7.7. The ordering party's claims regarding an impediment to performance at the time of Contract conclusion shall remain unaffected (Section 311 a of the German Civil Code (BGB)).

## **8. Notice of cancellation by the Carrier and ordering party**

- 8.1. The Carrier and ordering party may terminate the Contract without notice for an unforeseen significant reason for which the parties to the Contract shall not be held responsible; this shall particularly apply in cases of considerable impairment, impediment or hazard posed, for example, by war, epidemics, pandemics, road closures, strikes, quarantine measures, weather and road conditions, or border closures, provided that continuation of journey shall be deemed unreasonable when the overall circumstances and the interests of both parties are considered.
- 8.2. In these cases, the Carrier shall be obliged to make the necessary organisational arrangements in consultation with the ordering party. The Carrier's claim to remuneration shall not apply in the event of notice of cancellation of the Contract as per item 8.1. For services already rendered and still to be rendered, however, the Carrier may request 75% of the fee according to his standard rates. Any additional costs of transport shall be borne equally by the parties.

## **9. Liability**

- 9.1. The Carrier shall be liable for material damage only as per Section 23 of the German Passenger Transport Act (PbFG).
- 9.2. Liability for material damage shall subsequently be ruled out if damage exceeds 1000 euro and is not due to intent or gross negligence.
- 9.3. In all other respects, liability for slight negligence shall be limited to three times the carriage charge, unless transport has been affected as the main duty, contractual quality is lacking, intent or gross negligence is involved, or the damage is insured, or would usually have been covered by the Carrier's standard insurance policy.
- 9.4. Further liability shall be excluded.
- 9.5. Liability for life, personal injuries and damage to health shall be governed by statutory provisions.

## **10. Statute of limitations**

- 10.1. The period of limitation for claims for defects shall be 12 months on principle, calculated as of completion of carriage.
- 10.2. Other claims shall be subject to the period of limitation set out by statutory provisions.

## **11. Special regulations in relation to pandemics (especially regarding Corona-Virus)**

- 11.1. The carrier and the ordering party are in agreement that the contracted bus hire service will be provided in compliance and accordance with official requirements and conditions applicable at the time of the respective service.
- 11.2. The carrier and the ordering party explicitly agree that, within the framework of this contract, the right of termination due to force majeure or unacceptable changes to services due to official requirements for the execution of travel is excluded.
- 11.3. The ordering party agrees to comply with appropriate regulations or restrictions on use of services imposed by the carrier. All passengers are to be instructed to immediately notify the driver and the carrier's office when showing or developing any typical disease symptoms.
- 11.4. The contract is explicitly agreement subject to the right of withdrawal of the carrier that the transportation of the number of persons which is equal to the contractually agreed maximum number of seats, is permissible for the entire agreed hire period in accordance with the official requirements applicable to the bus hire service. In absence of an explicit agreement, the maximum permitted seating capacity excluding the driver's and tour guide's seat of the agreed bus will apply.

## **12. Applicable law**

The laws of the Federal Republic of Germany shall exclusively apply to this Contract.

## **13. Place of Jurisdiction**

The place of jurisdiction is the responsible court where the carrier is headquartered.

## **14. Invalidity of individual provisions**

Should individual stipulations of this Contract be invalid, the validity of the rest of the Contract shall not be affected. In particular, the provisions of the contract for work and services shall replace the invalid provision.

*Lautzenhausen im Mai 2021*

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