

Wunderwald LBC Berlin – Car Hire and Bus Company
General Terms and Conditions of the Company

§ 1 Offer and Conclusion of Contract

(1) The company's offers are subject to change without notice, unless otherwise stipulated in writing.

(2) The contractual partner may place his order in writing, orally, or in electronic form.

(3) The contract takes effect upon confirmation of the order by the company in written or electronic form, unless otherwise stipulated. Should the content of the confirmation differ from that of the order, the contract then takes effect on the basis of the confirmation provided the contractual partner accepts in writing or in electronic form within one week of receipt.

§ 2 Services

(1) The scope of contractual services, are those as stipulated in the confirmation of the order. § 1 Art. 3 and § 3 shall remain unaffected.

(2) The service includes – within the framework of the confirmation of the order – the provision of a vehicle of the type stipulated including driver and the carrying out of the transportation; no services beyond the contractual agreement are permissible.

(3) The services stipulated explicitly do not include:

a) the fulfillment of the purpose of the course of the trip,

b) the supervision of passengers, in particular children, youths and persons in need of care,

c) the supervision of items left behind in the passenger compartment of the vehicle by the contractual partner or any of his passengers,

d) the supervision of luggage during loading and unloading,

e) information for the passengers concerning relevant foreign currency, passport, visa, customs or health regulations as well as compliance with any obligations pertaining to these rules and regulations.

This does not apply if otherwise stipulated.

§ 3 Changes in services rendered

(1) Any change in services rendered made by the company that has become necessary following conclusion of the contract is permissible provided the circumstances that led to such change have not come about by an act contrary to good faith on the part of the company and that said change is reasonable for the contractual partner. The company shall inform the contractual partner of the change without delay once the cause for the change has become known.

(2) Any change in services rendered by the contractual partner are permissible with the consent of the company and shall be documented by the contractual partner either in writing or electronic form.

§ 4 Prices and Payment

(1) The hire price stipulated on the signing of the contract is valid.

(2) All usual incidental costs related to the services stipulated (e.g. road charges and parking fees, accommodation expenses for the driver) are not included in the hire price, unless otherwise stipulated.

(3) Additional costs incurred by service changes requested by the contractual partner shall be charged separately.

(4) Costs incurred due to fouling and/or damage on or inside the vehicle shall be borne by the contractual partner.

(5) Invoices are due upon receipt without any deductions. This does not apply if otherwise stipulated in writing.

(6) §28b Nr. 4 BDSG (German Federal Data Protection Act): For the purpose of deciding on the creation, execution or termination of a contractual relationship, we collect or use probability values for certain future actions which includes address data, among other things

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Rechtsform:

Wunderwald LBC (seit 1986)
Einzelunternehmer: Peter Wunderwald
USt.-Nr. : 17 600 61368
USt.-IdNr. : DE135 9804 59
IK-Nr. : 601 105 382

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§ 5 Price Increases

The company is entitled to require a price increase of up to 10% of the contractually stipulated price under the following conditions:

a) The price increase is permissible only if due to an increase in fuel costs, personnel costs and taxes and social security contributions, if and only when these increases affect the hire price stipulated.

b) An increase in the hire price is permissible only if the period of time elapsing between the closing of the contract and the contractually stipulated start of transport services is more than 4 months and that the circumstances leading to the increase had not come into effect prior to the closing of the contract and were unforeseeable by the company at the time of the closing of the contract.

c) Upon receiving knowledge of the reason for the increase, the company shall immediately inform the contractual partner, claim the increase and prove the reason for the increase.

d) In the case of a permissible increase that is more than 3% of the basic hire price stipulated, the contractual partner may withdraw from the contract without any payment obligation to the company. The declaration of withdrawal requires no specific form and is to be declared to the company immediately upon receipt of the notice of the required increase.

§ 6 Withdrawal and Cancellation by the Contractual Partner

(1) *Withdrawal prior to the start of the trip*

The contractual partner may withdraw from the contract prior to the start of the trip. If this option is chosen, the company has the right to appropriate compensation in lieu of the hire price stipulated, unless the withdrawal is due to a circumstance on the part of the company. The amount is determined according to the hire price agreed after deduction of the value of the costs saved by the company and any potential revenues generated through other usage of the vehicle. The company is free to globally claim for compensation as follows *):

In the event of withdrawal

- a) up to 30 days prior to the planned start of the trip: 10%
 - b) 29 to 22 days prior to the planned start of the trip: 30%
 - c) 21 to 15 days prior to the planned start of the trip: 40%
 - d) 14 to 7 days prior to the planned start of the trip: 50%
 - e) from 6 days prior to the planned start of the trip: 60%
 - f) from 5 days prior to the planned start of the trip: 70%
 - g) from 4 days prior to the planned start of the trip: 80%
 - h) from 3 days prior to the planned start of the trip: 90%
 - i) from 2 days – up to the time of the planned start of the trip: 100%
- of the hire price agreed, provided that the contractual partner does not prove that the company has incurred any loss or that the loss is substantially lower than that claimed.

The right to claim for compensation shall not apply if the withdrawal was due to a change in services to be rendered on the part of the company that for the contractual partner is substantial and unreasonable. Further rights of the contractual partner remain unaffected.

**) The deadlines and the cancellation fee scale have been adjusted to the company's particular circumstances. The length of the time periods and the amount of fees fixed depend primarily on the probability of being able to further rent the vehicle during the time remaining before the originally planned date of service.*

(2) *Cancellation after the start of the trip*

a) Should changes to the services stipulated be necessary after the trip has begun, that for the contractual party are substantial and unreasonable, then he has the right – irrespective of any other claims – to cancel the contract. In this case, the company is obliged, upon request by the contractual partner, to transport him and his passengers back, whereby a claim for the return is only for the means of transportation stipulated in the contract. Any additional costs incurred by a

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cancellation due to force majeure with regard to the return shall be borne by the contractual partner.

b) Further claims by the contractual partner are

exempt if the necessary changes in services rendered are due to circumstances for which the company is not responsible.

c) Should the contractual partner cancel the contract, the company is entitled to appropriate compensation for services already rendered and for those that according to the contract remain to be rendered, insofar as for the latter, the contractual party still has an interest despite the cancellation.

§ 7 Withdrawal and Cancellation by the Company

(1) *Withdrawal (prior to the start of the trip)*

The company may withdraw from the contract prior to the start of the trip should extraordinary circumstances for which the company is not responsible make rendering of the services impossible. In this case, the contractual partner may claim only for necessary expenses incurred by him in direct relation to the ordering of the vehicle.

(2) *Cancellation (after the start of the trip)*

a) The company may cancel the contract after the trip has begun, if the rendering of services either through force majeure or through a grave complication, hazard or impairment due to unforeseen circumstances such as war or war-like events, hostilities, riots or civil war, detention, seizure or impediment caused by state authorities or other persons, road blockades, quarantine measures, or strikes, lockouts or walkouts for which the company is not responsible, or through the contractual partner or a passenger, is significantly complicated, endangered or impaired.

In the case of a cancellation due to force majeure or due to a grave complication, hazard or impairment, the company is obliged, on request of the contractual party, to return him and his passengers, whereby a claim for the return is only for the means of transportation stipulated in the contract. The obligation for

return transport shall be cancelled if the return transport of individual persons, due to circumstances the individuals are responsible for, is unreasonable for the company. Any additional costs incurred by a cancellation due to force majeure with regard to the return shall be borne by the contractual partner.

b) Should the company cancel the contract, it is entitled to compensation appropriate for services already rendered and for those that according to the contract remain to be rendered, insofar as for the latter, the contractual party still has an interest despite the cancellation.

§8 Liability

(1) The company is liable with respect to the duty of care of a responsible businessman in the proper execution of the transport.

(2) The company is not liable for service disruptions due to force majeure or a grave complication, hazard or impairment due to unforeseen circumstances such as war or war-like events, hostilities, riots or civil war, detention, seizure or impediment caused by state authorities or other persons, road blockades, quarantine measures, or strikes, lockouts or walkouts for which it is not responsible.

(3) Rules pertaining to return transport remain unaffected.

§ 9 Limitation of Liability

(1) The liability of the company in the event of contractual claims is limited to the equivalent of 10-times the hire price (see § 4 above), provided that

a) claims in the case of injury to life, limb or the health of the contractual party or passengers are not the result of a wilful or negligent breach of duty on the part of the company itself or of a legal representative or agent of the company,

b) claims for other damages are not the result of a grossly negligent breach of duty on the part of the company itself or of a legal representative or agent of the company.

(2) § 23 PBefG (German passenger transportation law) remains unaffected. Liability for property damage is exempt if damage to

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each passenger exceeds EURO 1.000,- and is not the result of wilful or gross negligence.

§ 10 Luggage and other items

(1) A normal amount of luggage – and other items subject to prior agreement – will be transported.

(2) Explosive, highly flammable, radioactive, foulsmelling or corrosive materials as well as items not packed or protected that could cause damage to passengers are deemed unacceptable for transport.

(3) The contractual party is liable for damages of any kind caused by items that have been brought with the contractual party or one of his passengers, if the damages incurred are due to circumstances for which he or his passengers are responsible.

§ 11 Conduct and Responsibility of the Contractual Partner and Passengers

(1) The contractual partner is responsible for the conduct of his passengers during transport. Instructions issued by bus staff are to be followed.

The contractual partner is also liable for damage caused by his passengers to the vehicle or other property of the company, if the damage incurred is the cause or part of the cause of a breach of the contractual or statutory obligations of the contractual partner and the contractual partner does not prove that neither he nor his passengers are responsible for the damage. Other claims remain unaffected.

(2) According to § 21 StVO (the German Highway Code), safety belts are required to be worn Wunderwald LBC Berlin – Car Hire and Bus Company General Terms and Conditions of the Company throughout the journey. It is permitted to leave the seats for a short period only. Each passenger is obliged to keep a firm hold in the vehicle at all times, particularly when leaving the seat for a short period.

(3) Passengers not complying with substantiated instructions, despite warnings by bus staff, may be excluded from transport if, by

disregarding the instructions, they pose a threat to the safety or orderliness of the operation or fellow passengers or if due to other reasons, continued transport is unreasonable for the company. A claim for return transport or recourse on the part of the contractual partner against the company shall not apply in these cases.

(4) Complaints shall first be addressed to the bus staff and, if not satisfactorily resolved with reasonable effort, they may then be addressed to the bus company.

(5) The contractual partner is obliged to assist, within reasonable limits, in dealing with disruptions in order to avoid potential damage or to keep it as minimal as possible.

§ 12 Place of Jurisdiction and Place of Performance

(1) Place of Performance

The sole place of performance with regard to business people, legal entities subject to public law or special funds under public law is the headquarters of the company.

(2) Place of Jurisdiction

a) If the contractual partner is a business person, a legal entity subject to public law or a special fund under public law, the place of jurisdiction is the headquarters of the company.

b) Should the contractual partner have no place of jurisdiction within Germany or after entering into the contract relocates his domicile or habitual place of residence outside of Germany or if his domicile or habitual place of residence is unknown at the time of the institution of legal proceedings, the place of jurisdiction is likewise the headquarters of the company.

(c) The law of the Federal Republic of Germany applies to the execution of the contract.

§ 13 Invalidity of Individual Provisions

The invalidity of individual provisions of the contract including these general terms and conditions for passenger transport operations and hired omnibus operations does not result in the invalidity of the entire contract.

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§ 14 Information obligation to the Consumer Dispute Settlement Act (§36 VSBG):

We are taking part in the dispute settlement procedure in the Consumer's arbitration Office! The responsible Consumer's arbitration body is:

Allgemeine Verbraucherschlichtungsstelle des
Zentrums für Schlichtung e. V.
Straßburger Str. 8
77694 Kehl
Telefon: +49 7851 79579 40
Telefax: +49 7851 79579 41
Internet: www.verbraucher-schlichter.de
E-Mail: mail@verbraucher-schlichter.de

This Arbitration body is a „General Arbitration body“ according to §4, Paragraph 2, 2 VSBG

The company is:

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