

TERMS AND CONDITIONS OF BUSINESS FOR THE PROVISION OF TOURIST SERVICES TO RESELLERS OF REGENSBURG TOURISM GMBH

Dear customer, the following translation of our Terms and Conditions is for convenience purposes only. For all legal purposes, the German version alone shall be authoritative. You will find the German Version (AGB) at www.regensburg.de/tourismus.

1. Scope of these Terms and Conditions, purpose of contract, status of contracting parties

1.1. These General Terms and Conditions exclusively apply to agreements in which the two principals are general merchants or subcontractors in accordance with Section 14 BGB¹, legal entities under private or public law, or a federal special fund under public law.

1.2. Within the frame of his business, the customer would like to market services of hotel and lodgings businesses, restaurants, tour guides, or other service providers - hereinafter called "service providers" – either individually or as a responsible package tour operator under §§ 651 a et seq. BGB¹ - perform all-in-tours, or in any other way provide tourist services to end customers. For this purpose, according to the provisions of this contract, he hereby orders Regensburg Tourism GmbH – hereinafter called "RTG" to provide relevant necessary tourist services.

1.3. RTG shall only act as an intermediary and therefore is not a customer's contracting party with respect to the services to be provided; especially it shall not act as a tour operator or coorganiser of the tour planned by the customer. The customer shall be the responsible contracting party of the service providers, on the one hand, and contracting party or tour operator in the meaning of §§ 651 a ff. BGB¹ towards the tour participants on the other hand, to the exclusion of any other parties.

2. Conclusion of contract, contractual basis

2.1. The contract shall only come into force upon written confirmation of RTG to the customer, which RTG shall issue as a representative of the service providers. Any collateral agreements, changes or amendments must be in writing to be valid, which can be ensured by RTG's issuing unilateral, amending, or additional booking confirmations.

2.2. If RTG makes a binding contractual offer per telephone, e-mail, fax or in written form at the booking party's request the contract shall come into force if the booking party accepts the offer without changings, extensions or limitations may be within a period given by RTG. Binding contractual offer are those offers, which RTG explicit marks as binding contractual offer. Otherwise it is a information of availability as base for a booking of the booking party under 2.1 of these terms. By making such offers RTG acts only as intermediary and as representative of the service providers whose services are object of the offer.

2.3. RTG is authorised to make legal binding declarations for and on behalf of service providers, and to agree upon these terms and conditions as content of the contract with service providers.

2.4. These terms and conditions shall also apply to all future orders of the customer to RTG or the service providers, even if they are not expressly reagreed.

2.5. General terms and conditions of the customer are not valid even if they were submitted or referred to by the customer within the frame of his correspondence with RTG or the service providers, and also if neither RTG nor its service providers contradict them generally or in individual cases.

2.6. All contractual and legal relationships between the principal and RTG entered into within the context of the brokerage relationship as well as between the principal and the service providers within the context of the contractual relationship regarding the actual service provision are exclusively subject to German law.

3. Services to be provided

3.1. The services to be provided by RTG consist of the provision of tourist services which are used by the customer to create one of his planned package tours or for any other purposes.

3.2. The services to be provided by the service providers result exclusively from the booking confirmation and the documents expressly referred to therein.

3.3. Any legal advice of the customer regarding the design of his travel activities, booking process, design of his tour offers or in any other respect, shall not be included in RTG's or the service provider's scope of performance.

4. Down payment, final payment

4.1. Upon the conclusion of the contract, the down payment specified in the booking confirmation or the offer shall become due at the appointed date without further request.

4.2. Net final payment shall become due, as indicated in the booking confirmation or the offer, insofar as nothing to the contrary was agreed therein, at the latest upon receipt of invoice 14 days before commencement of the performance.

4.3. In the absence of any other agreement, the entire payment process takes place exclusively between the customer and the service provider.

5. Failure to use services

5.1. If the customer does not use agreed services, either wholly or partly, he remains legally obliged to pay the total price without having to specify any reason for his failure to take delivery of the services, unless this failure is based on a defect for which the service provider is responsible, or it was impossible to provide the service on grounds that can be attributed to the service provider.

5.2. In this case, any saved expenses and the other use of the services are deducted from the full remuneration due to the service provider.

5.3. The foregoing provisions shall not affect any other written agreed cancellation rules.

6. Cancellation or withdrawal from contract

6.1. As a matter of principle, any withdrawal from the contract with the service provider concluded through the agency of RTG is excluded insofar as nothing else was agreed in writing.

6.2. Especially excluded, insofar as not expressly agreed otherwise, are partial withdrawals or partial cancellations of individual services as well as withdrawal according to general business practice. Insofar as nothing else was agreed, the customer remains obliged to pay in full. The service provider is only to allow saved expenses or any other use of the booked service to be credited.

6.3. After commencement of performance, cancellation by the customer is only possible in case of major defects in service or any other disturbances of the performance on the part of the service provider. In such cases, cancellation is only permitted upon setting a reasonable deadline to eliminate the defect or disturbance.

6.4. The service provider is entitled to withdraw from the contract or to cancel the contract in the following cases:

- If the provision of services has become impossible on grounds for which he is not responsible.
- In case of significant contractual breaches by the customer or his partners against the obligations out of this contract or against the service provider's business.
- If the down-payment or final payment upon reminder accompanied by a deadline are not received by the service provider on the set payment date or in accordance with the agreement, even though the service provider is ready and

able to provide the contractual services, and the principal does not have a legal or contractual right of retention.

7. Customer obligations

7.1. In case of defects or disturbances in the provision of services by the service provider, the customer is obliged to notify the service provider directly without delay, yet not *RTG*, and to request remedy upon setting a reasonable deadline.

7.2. Any warranty rights of the customer only apply if the defect or disturbance is not eliminated within a reasonable period.

7.3. The customer must explicitly refrain from making any legal declaration for and on behalf of *RTG* or the service provider to his participants, especially to describe *RTG* or the service provider as contracting party and/or tour operator of the participant.

7.4. The customer knows that the connection of the service providers' services to be provided by *RTG* to the customer with further tourist services as a rule result in the customer becoming the tour operator the meaning of §§ 651 a I BGB¹ towards the participants, and is liable towards the participants according to these regulations.

7.5. In this case, the customer is referred to the necessity of a personal and property damage liability insurance for tour operators, and also on the mandatory legal regulations on client's money insurance (§ 651 k BGB¹, § 147 b Industrial Code) and duty of information for tour operators under §§ 4 to 11 of the Information and Documentation Obligation Act under the Civil Code. He hereby commits himself to familiarise himself with these regulations independently and, insofar as they are relevant, to observe them.

7.6. The customer shall relieve *RTG* and the service providers from all prejudice arising out of the non-observance of those regulations.

8. Period of limitation

8.1. The principal's rights under the brokerage agreement entered into with *RTG* as well as the principal's claims against the service provider that are based on an injury of life, body, or health, including contractual claims to compensation for pain and suffering that are based on a negligent neglect of duty by *RTG* and/or the service provider or an intentional or negligent neglect of duty by a legal representative or vicarious agent of *RTG* and/or the service provider will become time-barred in three years. This also applies to claims for the reimbursement of other damages that are based on a grossly negligent neglect of duty by *RTG* and/or the service provider or an intentional or grossly negligent neglect of duty by a legal representative or vicarious agent of *RTG* and/or the service provider.

8.2. All other contractual claims under the brokerage agreement with *RTG* and the agreement with the service provider become time-barred in one year.

8.3. The limitation period set forth in Sections 8.1 and 8.2 commenced with the conclusion of the calendar year in which the claim arose, but not earlier than the date on which the principal becomes aware that *RTG* and/or the service provider oppose the claim and/or the circumstances the claim is based on, or should have had knowledge of had he not been grossly negligent.

8.4. If *RTG* and/or the service provider and the principal have ongoing negotiations about the claim or the circumstances surrounding the claim, the limitation period is suspended until the principal or *RTG* and/or the service provider refuses to continue with the negotiations. The limitation of action does not become effective until at least three months after the end of the suspension.

9. Liability

9.1. The contractual liability of *RTG* and the service providers for damages that do not constitute bodily injuries (also the liability for the violation or pre-contractual, sub-contractual, or post-contractual obligations

a) is, regardless of any other legally required liability provisions, limited to three times the price of the service to be rendered, provided

b) *RTG* and/or the service provider did not cause the damages of the principal or its partners in an intentional or grossly negligent manner, or

c) *RTG* and/or the service provider are responsible for the damages incurred by the principal for the mere fact alone that a service provider is culpable.

9. Place of jurisdiction

For merchants, natural or legal entities or principals that do not maintain a personal residence or registered office in Germany, as well as for corporate bodies of public law and government authorities, the exclusive place of jurisdiction for actions brought by *RTG* and/or the service provider against the principal will be Regensburg. Actions brought against *RTG* and/or the service provider may only be filed in Regensburg.

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¹ BGB: Bürgerliches Gesetzbuch: German Civil Code