

## **AGE International GmbH - Berlin, Germany**

### **General Terms and Conditions of Business for Incoming Services in commercial activities (B2B)**

#### **For GROUPS & Special Programs**

#### **Art. 1 Area of Application**

(1) AGE International GmbH, Landsberger Allee 2, 10249 Berlin, Germany (hereinafter referred to as "AGE") intend to purchase touristic services in Germany and other countries for providing such as wholesale in package or individual deals to domestic and foreign tour operators or other kind of incorporated or personal ownership companies (hereinafter referred to as "Client").

(2) The present General Terms and Conditions of Business (GTC) shall determine – subject to additional supplement agreements – the contractual relationship between AGE and the Client, in terms of sec. 1. Any deviating terms of business of Client are hereby expressly excluded.

(3) Offers from AGE are addressed to entrepreneurs only. Entrepreneur is deemed any natural or juristic person, or any partnership of legal capacity which at the time of transaction exercises its commercial or self-dependent professional activity (art. 14 BGB – German Civil Code).

(4) This specific GTC refer to group related services, whereas a group can be any size of participants with identically booked services. Also included in this General Terms and Conditions of Business for groups are specially designed programs that may cause to operating procedures other than for normal individual travellers.

#### **Art. 2 Contracting**

(1) By booking the services offered by AGE, Client makes a binding offer to AGE for the conclusion of a contract. Client may make such booking in writing, by facsimile, e-mail or phone. The offer to contract of Client shall be based on the catalogues of services and prices provided by AGE for groups or respectively such individualised package and individual services proposed by AGE upon request of Client.

(2) Client's offer to contract shall be accepted by submission of the booking confirmation by AGE in text form, to be specific in writing either by letter, facsimile or e-mail. In case the content of the booking confirmation deviates from the content of the booking, this shall be deemed a new offer by AGE. The contract is deemed concluded on the basis of this new offer once the Client declares its acceptance.

#### **Art. 3 Services**

(1) The type and scope of services owed under the contract are determined by the specification of services by AGE on which the contract is based. No binding commitments to special requests are made.

(2) If a classification of tourist accommodation is stated by AGE in the specification of services, this classification refers to the system typical in the country the accommodation is located, unless AGE specified a different classification.

(3) Unless expressly stated, hotel bookings shall not be deemed as equipped for disabled persons or persons with special needs. Bookings of rooms suitable for handicapped persons are subject to special request and confirmation by AGE in writing.

(4) Satisfaction of special requests as to rooms, equipment and beds which deviate from the specification of services of AGE is in the sole province of the hotel, depending on its facilities and availability, and cannot be warranted by AGE.

(5) In case of guests arriving at point of booked services and do differ in number of persons or in their requirements from the kind of services booked by Client and confirmed by AGE, the sole responsibility for inconvenience and additional charges on site is with the guests. AGE is not liable in such cases of different needs than contracted by Client.

(6) Hired bus transportation is operated according to the terms contracted. If group, guests or tour-leaders cause change in route or time-table as contracted by client, AGE will not be liable and additional costs will be accordingly invoiced to client. Bus transportation include normally the possibility to include one (1) small suitcase and one (1) handbag per person. If larger luggage in numbers, items or special kind of equipment to be transported with group is foreseen, client will have to advise on this to AGE with offer of contract and such exceeding transport abilities must be confirmed in writing by AGE.

(7) Group meals will be provided by suppliers, i.e. restaurants or caterers. Special requests on site as to meal, dishes, drinks, seating etc. is in the sole province of the supplier, depending on its facilities and availability, and cannot be warranted by AGE. If group, guests or tour-leaders cause change in arrangement as contracted by client, AGE will not be liable and additional costs will have to be paid by guests or client on site directly to supplier.

#### **Art. 4 Terms of Payment, Delay and deposits**

(1) AGE shall invoice Client the contractual remuneration. The invoice amounts are understood as Euro unless specified otherwise, and include – if pertinent – statutory VAT as applicable at the date it is incurred. Payment shall be made in accordance with the terms stated in the invoice. Costs of money transfer shall be borne by Client. If no due date is indicated in the invoice, the amount claimed shall be due for immediate payment.

(2) On group contracts or special programmes contracts AGE claims full advance and/or part payment, in its own reasonable discretion, to be set off against the total price.

(3) Dunning costs for late payment shall be billed at 30.00 EUR on each invoice for groups or for special programmes. It is incumbent on Client to prove that AGE did not incur any – or a lower - loss.

(4) In the event advance payments, or the total respectively remaining amount is not paid by Client within the period agreed upon, AGE may refuse performance and, after a reasonable grace period granted, withdraw from the contract once the service was not yet performed. In such event, AGE shall invoice Client cancellation costs in accordance with art. 6.

(5) In case Client got allocation of services, such as rooms in accommodation premises, AGE keeps right to cancel such allocations if payments due to AGE are not carried out according to the terms as of sec. 1 to sec. 4 of this art. 4 here above.

(6) AGE will demand down-payments or floating deposits if foreseen booking activities of Client basing on allocations or agreed seasonal activities will let expect a higher volume of financial turnover. AGE keeps right to reduce or to cancel allocations if no such down-payments or floating deposits are transferred by Client.

#### **Art. 5 Amendment of Services, Adjustment of Price**

(1) AGE is entitled to amend contracted services in case of serious reasons which occur after contracting, and make such amendment inevitable. No amendments or deviations shall be admissible which substantially affect the overall character of performance respectively the package services – or are unacceptable for Client in consideration of mutual interests, or discriminatory under the principle of good faith. Warranty claims shall remain unaffected as far as such amended services are flawed with defects.

(2) In the event price adjustments by its service providers after conclusion of the contract, AGE is entitled to adjust the price agreed upon – taking into account the interests of Client – if such adjustment is compelling to avoid a cut of profits (provided that the circumstances resulting in such increase did not occur prior to contracting, and were not foreseeable at that time by the AGE). To be valid, the notice of such increase must be given in writing, stating the relevant cost items, the time and allocation scheme of reference for such increase, and the respective calculation method.

(3) A price increase is admissible only in the event of increased transportation costs, duties and taxes for certain services and of exchange rates they were based on, and such claim has to be stated by the 20<sup>th</sup> day before the performance of services. .

a) In case transportation costs as in effect at the time of contracting are increased – e.g. fuel cost – AGE may adjust the travel price in line with the following calculation scheme:

aa) In case of an increase per seat, AGE may claim the increased amount per seat booked from Client.

bb) In other instances, the additional transportation costs claimed by the transportation companies shall be divided by the number of seats in the conveyance agreed upon. AGE may request Client to pay the resulting increase for the seats booked.

b) In the event of an increase of taxes and duties essential for and included in the agreed scope of services and in effect at the time of contracting or imposed after contracting but before execution of services thereof, AGE may increase the prorated amount accordingly.

c) In case of altered exchange rates after contracting, AGE may increase the total by the amount the price of the service has increased for AGE.

(4) AGE shall inform Client immediately about the alterations contemplated in sec. 1 to 3. In the event of a substantial alteration of essential services, including the price, Client is entitled to withdraw from the contract free of charge. In case of changes in terms of sec. 1, Client is entitled to request a service of at least the same value, instead of a withdrawal, provided that AGE is able to offer such to Client without additional cost. Client shall exercise such right toward AGE immediately upon receipt of the notification regarding the altered service.

#### **Art. 6 Withdrawal of Client before beginning of Performance, Cancellation Costs**

(1) Client may withdraw from the contract at any time prior to the execution of services. The withdrawal shall be declared toward AGE in writing.

(2) In the event Client withdraws prior to execution, or declines the acceptance of services, AGE is not entitled to claim the agreed remuneration. Instead, AGE may claim a reasonable compensation of provisions and expenses incurred so far, depending on the respective total price, unless User is liable for such withdrawal, or the cause is an act of force majeure. All remuneration of abolishment of claims on contract are under regard of sections 3 to 8 here following.

(3) AGE claims cancellation fees and compensation according to the mediated terms of service providers as advised in contracting of client or as published in the pricelists of AGE of such services. Additional fees of AGE may apply according to sections 4 to 8 here following.

(4) AGE takes into account a lump-sum compensation claim, prorated in time – i.e. depending on the closeness of the time of withdrawal to the agreed beginning of services and the agreed price – with an allowance for saved expenses and a different use of services, as the case may be. The lump-sum cancellation rates and times may differ – depending on the service respectively package – and is notified in the pricelists on services of AGE or shall be notified to Client for individual case in the specification of services prior to contracting or in the booking confirmation.

(5) AGE reserves the right to claim compensation higher than the above lump sum in specific cases, provided that AGE proves that he has incurred much higher expenses than covered by the applicable lump sum. In such instances, AGE is obligated to totalise and document such compensation, taking into account if applicable any saved expenses and different use of services.

(6) Ticket costs shall be billed separately and in full – despite a cancellation – if AGE is unable to return the tickets to the respective presenter against repayment, or to use them otherwise.

(7) In case of a partial cancellation, the parties shall agree on a new price, in consideration of their mutual interests and opportunities. If such agreement cannot be reached, the cancellation is deemed as a total cancellation, and the cancellation fee pursuant to sec. 3 applied.

(8) The Client may prove that the loss AGE incurred by such cancellation was nil or substantially lower than the lump sums under sec. 3, as specified in the specification of services and the booking confirmation without harming the right of AGE to charge compensation on working time and efforts made before and after contracting.

### **Art. 7 Alteration of Bookings**

(1) After receipt of the booking confirmation, Client is no longer entitled to claim a change of the time of performance, the scope or place of services, or the accommodation and means of transportation (change of booking). Should Client request such change of booking with costs, he ought to contact AGE at his earliest convenience. AGE shall endeavour to comply with such request, in concertation with Client and in communicating additional costs involved if such will apply.

(2) Claims for a change of booking by Client made within four weeks before the planned execution of services can if at all be honoured only by way of withdrawal pursuant to art. 6 and simultaneous new booking and pending on cancellation terms contracted on originally booked services. This shall not apply to claims of changes involving minor costs only and not imposing new charges by other service providers.

### **Art. 8 Substitute Travellers**

Client is free to alter the names and persons prior to the beginning of the trip, provided that the substitute travellers meet the specific requirements for making such trip, and the participation of the substitute traveller(s) is not excluded by statutory provisions or orders from the authorities or by other involved service suppliers. Any additional costs thus incurred shall be borne by Client, and may be charged at a lump sum of EUR 30.00 per person, unless AGE proves having incurred higher expenses. Client is free to prove that AGE did not incur such higher expenses, or in a substantially lower amount only.

### **Art. 9 Rescission in case of shortfall of minimum number of participants**

(1) AGE may withdraw from the contract for services to be provided for tours or group-services because of a shortfall of the minimum number of participants, provided that

a) the respective specification of services defined a minimum number of participants and the latest date by which Client must have received the declaration of withdrawal, prior to the agreed beginning of services, and

b) the booking confirmation clearly indicates the minimum number of participants and latest date of withdrawal, or contains a reference to these requisites stated in the travel advertisement.

(2) In such event, the withdrawal shall be declared immediately, and must be received by Client by the latest at the time specified in sec. 1 a). The price paid by Client shall be reimbursed immediately, too.

(3) Sec. 1 and 2 shall not apply if AGE guaranteed the execution of the services (execution guarantee). In that event, AGE may adjust the services agreed to the actual size of the group, in his reasonable discretion. Art. 5 sec. 1 and 4 shall apply accordingly.

### **Art. 10 Unclaimed Services**

In case Client respectively his travellers do not make use of particular services properly offered for reasons Client or these travellers are answerable for, they have no claim for a compensation of the prorated price. AGE shall endeavour to compensate expenses saved at the service providers. However, such obligation shall not apply to insignificant services, or is excluded because of regulatory provisions or orders from the authorities.

### **Art. 11 Right of Termination of Contract by AGE**

AGE may terminate contract without notice in the event that individual travellers contracted seriously disturb ongoing travel procedures or operating of services despite a warning given by AGE or other service providers, or if travellers misbehave in such manner which justifies an immediate rescission of the contract. In the event of a termination by AGE, the latter is still entitled to the payment of the price, to be set off against saved expenses and such benefits as obtained from a different use of unclaimed services – including any amounts credited by the service providers.

### **Art. 12 Termination of contract due to Force Majeure**

(1) Both parties, Client and AGE, have right to terminate contract if services are not to be operated or hindered or endangered due to or by unforeseen force majeure.

(2) If contract gets terminated due to force majeure, AGE is nevertheless entitled for compensation on services carried out partly or on cancelled services. If contract includes transportation, AGE is obliged to organize alternative transportation to the location of final station of tour contracted if possible or alternatively to starting point of tour. Costs of such transportation will be paid and fully covered by Client.

(3) If contract gets void before start of first service due to reasons not within responsibility of both parties, either AGE nor Client, but contract related non waivable costs endure to AGE, such costs will be compensated and covered by Client.

### **Art. 13 Client's Obligations to notify and co-operate**

(1) Client shall inform AGE if he did not receive necessary travel documents (e.g. tickets, vouchers, service information). Client is obligated to check on the accuracy and completeness of the documents and service information received, in particular their compliance with the booking. Furthermore, Client is obligated to immediately notify AGE on discrepancies, lacking documents or other inconsistencies. In case Client is liable for non-compliance with this obligation, he shall bear co-liability for any loss thus incurred (art. 254 BGB, German Law).

(2) It is incumbent on Client to notify AGE of any defects/deficiencies discovered. If at fault not doing so, the contracted price shall not be reduced. The notification of defects is not subject to a specific form but it is recommended to be made in writing. Such notification is unnecessary if either fruitless for obvious or unacceptable for other reasons or AGE must have been well aware of the defect anyway.

(3) Prior to the execution of services, Client shall be provided with an emergency phone number or other data for immediate contact to AGE. Client is obligated to forward the contact data to all participating travellers.

(4) Client shall inform his travellers on their obligation to pay themselves for any extra services at site not contained in the specification of services of AGE or as commonly known, such as e.g. visitor's tax, other local levies, costs of Pay-TV, minibar or parking. AGE will not bear any of these costs.

(5) Furthermore, Client shall inform his travellers on guarantees by credit card or cash deposits local service providers may require to be made. Such guarantees are automatically expected to be applied on location for every service such as accommodation or rental of vehicles. For other services where travellers will have to deposit a guarantee AGE may inform client in due time of such requirements.

(6) It is incumbent on Client alone to notify his travellers in due time on pertinent passport, visa and healthcare regulations, as well as any amendments thereof.

#### **Art. 14 Exclusion of Claims and Limitation thereof**

(1) Claims based on deficient services shall be stated by Client toward AGE within latest one month following the scheduled rendering of such service. After this period, claims may be made only in case AGE could not meet this deadline without his own fault.

(2) Client's claims shall be of barred limitation after one year, subject to other mandatory regulations by law. This barred statute shall not apply to claims for losses caused by gross negligence and bodily harm.

#### **Art. 15 Limited Liability**

(1) By statute of law, AGE shall be liable for damage to life, the body and health resulting from intentional or reckless breach of duties by AGE, his statutory representatives or vicarious agents. AGE shall also be liable for damage not covered by sent. 1 but resulting from intentional or reckless breach of duties by AGE, his

statutory representatives or vicarious agents, in line with the pertinent statutory regulations of law.

(2) AGE shall also be liable for losses caused by negligence to the extent they result from a violation of rights to be granted by Client in line with the content and purpose of the contract, and/or by a breach of duties required in the first place for the proper implementation of the contract on which Client does, and may normally could rely (cardinal obligations). Liability for material damages and pecuniary losses hereunder is limited to the foreseeable loss typical for such contract.

(3) In other respects, liability for material damages and resulting pecuniary losses is limited to 100.000,- Euros per occurrence, even in case of a breach of a material contractual obligation.

(4) The above limitations of liability shall apply accordingly in favour of the bodies corporate, statutory representatives and other vicarious agents of AGE.

(5) In other respects, liability is excluded – unless mandatory by statute.

#### **Art. 15 Sundry Provisions**

(1) Subject to other individual agreements, the entire covenant between AGE and Client shall be governed by German law.

(2) If Client is deemed a registered merchant, a legal entity or public-law person, or holds special public assets, exclusive jurisdiction for all claims resulting from or related to this contract is agreed upon to be the domicile of AGE. The same shall apply to persons having no general court venue in Germany, or having moved their domicile or usual abode abroad, after contracting, or persons of unknown domicile or usual abode at the time of suing.

(3) Client shall be entitled to setoff only in the event his counter-claims are established by final judgement, or uncontested by AGE, or in close reciprocal connection with AGE's claim. Client is only entitled to exercise a withholding right if his counter-claim is based on the same contractual relationship.

(4) Client is not entitled to assign his claims against AGE hereunder without the consent of the latter.

(5) Any invalidity of individual provisions hereof shall not result in the invalidity of the contract as a whole.

(Last amended: December 2018)