

General terms and conditions for rental coach transportation

§ 1 Proposal and conclusion of contract.

1. Proposals by busteam2000 GmbH (hereinafter referred to as busteam2000) are non-binding.
2. The ordering party places its order on the basis of these general terms and conditions for rental coach transportation and recognises them by submitting its order.
3. The contract shall commence upon confirmation of the order by busteam2000. If the content of the confirmation differs from that of the order, the differences contained in the confirmation shall become legally binding only if the ordering party declares acceptance of the confirmation within one week of receiving the confirmation.
4. Orders, confirmation and acceptance as well as divergent agreements according to § 1 nos. 1 to 3 must be done in writing or in electronic form.

§ 2 Services.

1. The information regarding the scope of services as agreed upon in the order confirmation shall prevail. § 1 no. 3 and § 3 shall remain unaffected.
2. The service according to the contract includes the provision of a vehicle as agreed upon vehicle with on-board staff, mapping out a transport route and carrying out the transport operation.
3. If the ordering party requests that a route that had not been mapped out by busteam2000 is adhered to, the ordering party shall have to ensure that the route is safe to drive on for the vehicle ordered; in particular, weight and height limits as well as road constrictions must be taken into account.
4. An average amount of luggage and - upon consultation - other items are included in transportation
5. The service agreed upon does not include:
 - a) accomplishing the purpose of the tour;
 - b) supervision of passengers, in particular children, adolescents and persons who need assistance;
 - c) supervision of items left behind in the vehicle's passenger area by the ordering party or one of its passengers;
 - d) supervision of luggage, in particular prior to and during loading and during and after unloading;
 - e) information about the regulations relevant for all passengers, in particular those included in foreign exchange, passport, customs and health regulations, and compliance with the obligations arising from these regulations.

§ 3 Service changes.

1. Service changes by busteam2000 that become necessary after conclusion of the contract are permissible if the circumstances that lead to the service changes were not caused by busteam2000 in bad faith and if these changes are not considerable and if they are deemed acceptable to the ordering party. busteam2000 shall inform the ordering party of the necessity of the changes upon becoming aware of such circumstances.
2. Service changes by the ordering party are possible with the consent of busteam2000 only. They must be in writing or in electronic form.

§ 4 Prices and payments.

1. The rental fee agreed upon when the contract was concluded plus VAT applies.
2. All additional costs (e.g. road and parking fees, accommodation expenses for the on-board staff) are not included in the rental fee and shall be paid by the ordering party.
3. Additional costs incurred due to service changes requested by the ordering party shall be billed separately.

4. Additional costs (e.g. night-time surcharges, excess kilometres, additional employment of on-board staff) incurred as a result of longer routes or travel times due to traffic jams or detours shall be paid by the ordering party.

5. Invoices are due upon receipt and without deductions.

§ 5 Rescission and cancellation by the ordering party.

1. Rescission The ordering party may rescind the contract before the start of the tour. If the ordering party rescinds the contract for reasons that busteam2000 is not responsible for, the rental fee claim converts into a claim for compensation. The amount of compensation is determined by the rental fee agreed upon minus the expenditures saved by busteam2000 and minus any proceeds generated during the rental period by other uses of the vehicle. Alternatively, busteam2000 shall be entitled to settle claims for compensation as a lump sum as shown below:

In case of rescission:

a) the ordering party may withdraw from an order up to 48 hours before the scheduled start of the tour. Exceptions: If the order volume exceeds EUR 2,500, if more than three vehicles have been booked per day, or if considerable preliminary work such as detailed route planning, scheduling etc. has been done already, 40 % of the rental fee will be invoiced by busteam2000. The ordering party shall be free to prove that the expenditures incurred by busteam2000 were lower than invoiced.

b) 80 % of the agreed rental fee shall be invoiced within 48 hours before the scheduled start of the tour.

c) 100 % of the agreed rental fee shall be invoiced in case of no-show (failure to appear at the agreed time and at the agreed meeting place).

Additional charges and third-party services (such as e.g. for accommodation of on-board staff, city guides, etc.) booked in addition shall be paid in full by the ordering party if they can no longer be cancelled by busteam2000 taking into account a reasonable processing period. The cancellation deadlines of the individual service providers apply.

2. Cancellation

a) If considerable changes to the services as agreed upon which are not deemed acceptable to the ordering party become necessary, the ordering party shall be - notwithstanding further claims - entitled to cancel the contract. In such cases, busteam2000 shall be obligated to transport the ordering party and its passengers back, at the ordering party's request, although the ordering party shall be entitled to be driven back by the means of transportation agreed upon in the contract only. If any additional costs are incurred with respect to return transportation in case of cancellation due to force majeure, they shall be paid by the ordering party.

b) The ordering party's right to assert any further claims shall be excluded if the necessary service changes are due to circumstances beyond the control of busteam2000.

c) If the ordering party cancels the contract, busteam2000 shall be entitled to appropriate remuneration for the services already provided and still to be provided under the contract, in particular for return transportation, provided the latter is still of interest to the ordering party in spite of the cancellation.

§ 6 Rescission and cancellation by busteam2000.

1. Rescission busteam2000 may rescind the contract before the start of the tour if extraordinary circumstances which busteam2000 is not responsible for make the provision of services impossible. In this case, the ordering party may ask to be reimbursed for the necessary expenditures incurred by the ordering party relating directly to vehicle ordering only.

2. Cancellation

a) busteam2000 may cancel after the start of a tour if the provision of services is made considerably more difficult or is jeopardised or negatively affected either by the ordering

party or by force majeure or by any considerable complication, hazard or impairment due to unforeseeable circumstances, such as for example war or war-like events, hostilities, uprising or civil war, arrest, confiscation or obstruction by government bodies or other persons, road blockades, quarantine measures as well as strikes, lockouts or work stoppages which busteam2000 is not responsible for. In case of cancellation due to force majeure or due to considerable complication, hazard or impairment, busteam2000 shall be obligated at the ordering party's request to drive the ordering party and its passengers back; in this case, the ordering party shall be entitled to be driven back by the means of transportation agreed upon in the contract only. The additional costs for return transportation in case of cancellation due to force majeure shall be borne by the ordering party.

b) If busteam2000 cancels the contract, busteam2000 shall be entitled to appropriate remuneration for the services already provided and still to be provided under the contract, in particular for return transportation, provided the latter is still of interest to the ordering party in spite of the cancellation.

§ 7 Liability.

1. busteam2000 shall be liable for the proper performance of transportation as part of the duty of care of a prudent businessman.

2. busteam2000 shall not be liable for impairments of performance due to force majeure as well as any considerable complication, hazard or impairment due to unforeseeable circumstances, such as for example war or war-like events, hostilities, uprising or civil war, arrest, confiscation or obstruction by government bodies or other persons, road blockades, quarantine measures as well as strikes, lockouts or work stoppages which busteam2000 is not responsible for.

3. busteam2000 shall not be liable for luggage left in the vehicle's passenger area or in the luggage compartment, e.g. in case of burglary.

4. The regulations on return transportation shall remain unaffected.

§ 8 Limitation of liability.

1. The coach operator's liability in case of property damage claims under the contract is limited to three times the rental fee (cf. § 4 above), and liability per passenger affected is limited to that passenger's share of three times the rental fee. If claims for damages resulting from unlawful acts are asserted, the coach operator shall be liable for up to EUR 4,000 per passenger affected in case of property damage. If the share of three times the rental fee attributable to a single passenger exceeds these amounts, liability shall be limited to the share in three times the rental fee attributable to that person.

2. § 23 of the Public Transport Act shall remain unaffected. Liability for property damage is thereby ruled out if losses exceed EUR 1,000 per person transported.

3. The limitations listed in nos. 1 and 2 above shall not be valid if the damage to be assessed can be attributed to intent or gross negligence.

4. busteam2000 shall not be liable for damage caused exclusively by the wrongful act of the ordering party or one of the ordering party's passengers.

5. The ordering party shall hold busteam2000 and all persons engaged in order processing harmless from all claims based on one or the circumstances described in § 2 no. 5 letters a to e.

§ 9 Liability of the ordering party.

The ordering party shall be liable for costs incurred as a result of cleaning up excessive soiling and/or for any damage, in particular damage to the vehicle, that were caused by the ordering party or its passengers or by items carried along by the ordering party or its customers, irrespective of their own responsibility or liability.

§ 10 Conduct of the ordering party and passengers.

1. The ordering party shall be responsible for its passengers' conduct during the transport.

All instructions issued by the on-board personnel must be complied with.

2. Passengers who do not comply with the reasonable instructions issued by the on-board personnel despite being admonished to do so may be excluded from transportation if their disregard of instructions causes a hazard to the safety or the organisation of operations or to fellow passengers or if it is unacceptable for busteam2000 to continue transportation for other reasons. In such cases, the ordering party shall not be entitled to assert recourse claims against busteam2000.

3. All complaints should first be addressed to the on-board staff and to busteam2000, if the on-board staff is unable to remedy the situation by making reasonable efforts. The ordering party shall be obligated to cooperate in remedying defective performance within reasonable limits in order to prevent or minimise any possible damage.

§ 11 Place of jurisdiction and place of fulfilment.

1. The registered office of busteam2000, currently Hamburg, is the sole place of fulfilment in relation to businessmen, legal entities under public law or public-sector funds.

2. Place of jurisdiction

a) The registered office of busteam2000, currently Hamburg, is the place of jurisdiction if the ordering party is a businessman, a legal entity under public law or a public-sector fund.

b) If the ordering party does not have a domestic place of general jurisdiction or if the ordering party relocates its domicile or its usual place of residence abroad after the contract enters into force, or if its domicile or usual place of residence is unknown at the time the legal proceedings are instituted, the registered office of busteam2000, currently Hamburg, shall likewise be the place of jurisdiction. 3. The law of the Federal Republic of Germany prevails for the contractual relationship.

§ 12 Final provisions

1. The invalidity of individual provisions of this contract including these general terms and conditions of rental coach transport shall not result in the invalidity of the entire contract.

2. Any agreements deviating from these general terms and conditions of rental coach transport shall be done in writing or in electronic form. This also applies to deviations from the aforementioned formal requirements.

3. To the extent possible under the law, the application of the provisions regarding the contract for work and services and the provisions regarding the travel contract shall be excluded. In particular, the ordering party and busteam2000 agree that busteam2000 shall in principle not be engaged as a tour operator but at most as a service provider within the meaning of § 651 a par. 2 of the German Civil Code.

Hamburg, as of January 2014.