

## General terms and conditions of business and carriage

### Business Limousine - LimousineService Hannover

(Status: 01.02.2019)

#### 1. conclusion of contract

a) By the registration the customer offers the single company LimousinenService Hannover the binding conclusion of a contract of carriage. The contract comes off on basis of the following conditions of carriage with the written or telephonic acceptance by the company LimousinenService Hannover. If the contents of the transport confirmation deviate from the contents of the registration, then a new offer of LimousinenService Hannover is present. The contract comes about on the basis of this new offer, if the customer declares his acceptance within the binding period of 10 days to LimousinenService Hannover.

b) A contract is only concluded if it is confirmed by LimousinenService Hannover in writing or by telephone.

c) Tariff list and service confirmation are part of the contract conditions.

#### 2. remuneration

a) The chauffeur rental, as well as the rental of the vehicle if required, begins and ends at the company headquarters Roderbruchstraße 35, Hanover. The period to be calculated for one-day transports is thus the duration of the desired chauffeur assignment from leaving the company headquarters until the return. Any travel costs incurred to/from the place of deployment by public transport will be invoiced against receipt. If only one outward journey is required, the costs of the return journey with the Deutsche Bundesbahn are to be reimbursed in 1st class. In the case of trips lasting several days, the costs for overnight accommodation in a middle-class hotel are to be borne. The working time will be calculated on the second day from the start of work but no later than 8.00 a.m.. The return trip regulation corresponds to one-day trips.

b) The prices valid on the day of the journey according to the LimousinenService Hannover tariff list of 01.02.2019 apply.

c) For all-inclusive agreements, the agreed price applies for the agreed rental period. For the time beyond that the prices are calculated according to the valid LimousinenService Hannover.

#### 3. terms of payment

a) The prices are to be understood as net prices on which the legal value added tax is still to be paid.

b) Before the start of the journey 50% of the basic price is to be paid.

c) The remaining payments are due within the periods indicated on the invoice. Payments will always be used to settle the oldest claim, unless there is another payment provision immediately from the invoice date to pay. Payment by cheque shall be deemed payment on account of performance.

d) For the timeliness of the payment it depends on the entrance of the amount to the unconditional order of LimousinenService Hannover.

e) In case of default of payment LimousinenService Hannover charges the customer interest of 5% above the respective valid discount rate of the Deutsche Bundesbank and for the 2nd and each further reminder 15.00 € reminder fee.

#### 4. cancellation

Cancellations only become effective if they are made in writing, oral cancellations if they are confirmed in writing by LimousinenService Hannover.

a) Cancellations up to and including 3 days before the start of the journey are free of charge.

b) In the case of cancellations after expiry of the period specified in a) LimousinenService Hannover will charge a share of the basic fare as reimbursement of expenses.

30 % for cancellations up to and including 24 hours before the start of the journey

50 % for cancellations up to and including 4 hours before the start of the journey.

c) LimousinenService Hannover charges the full fare for later cancellations and non-arrival.

d) LimousinenService Hannover calculates special expenses not included in the fare list regardless of the timeliness of the cancellations.

e) For the timeliness of written cancellations it depends on the access at LimousinenService Hannover. With verbal cancellations it depends on the entrance, which is confirmed in writing by LimousinenService Hannover.

f) The customer is entitled to prove a lower reimbursement of expenses.

## 5. delays

Additional costs due to delays shall be borne by the customer, unless the delays are due to the fault of LimousinenService Hannover or the chauffeur.

## 6. transport

a) There is no obligation to carry.

b) Passengers must follow the chauffeur's instructions.

c) If passengers act contrary to the instructions of LimousinenService Hannover or the chauffeur, or if they represent a danger according to the StVO, or the safety of road traffic through impairments of the driver, LimousinenService Hannover or the chauffeur is entitled to exclude them from transportation. In this case LimousinenService Hannover charges the full fare including the kilometre price and all additional and special services.

## 7. withdrawal

LimousinenService Hannover is entitled to withdraw from the contract at any time, if the execution of the journey becomes impossible, or the customer violates an obligation incumbent on him according to these contract provisions, in particular the deposit determined according to point 3 does not pay.

## 8. liability of the customer

The customer shall be liable for all damages culpably caused by him or the passengers.

## 9. liability of LimousinenService Hannover

a) LimousinenService Hannover assumes no liability for damages, unless the damages are due to intent or gross negligence of LimousinenService Hannover or the chauffeur.

b) The liability of LimousinenService Hannover is limited to 500,00 EUR for each endangered person.

c) LimousinenService Hannover cannot accept any liability for damage caused by third parties (car washes, car washes). Here the operators of the facilities are responsible for the correct operation.

#### 10. insurance cover

The vehicles are covered by the following insurance policies in accordance with the General Conditions of Insurance in force at the time:

a) Liability insurance with unlimited sum insured

(b) passenger accident insurance:

25 000,00 € in the event of death

50 000,00 € for disability

#### 11. place of jurisdiction

The agreed place of jurisdiction for all disputes shall be Hanover, insofar as the customer is a merchant.

The law of the Federal Republic of Germany applies to all legal relationships resulting from the use of LimousineService Hannover.

The court language is German.

#### 12. partial invalidity

Should any of the above conditions be invalid, the remaining conditions shall remain unaffected by the invalidity. In this case those regulations are valid which come closest to the content of the clause.