

## 1. Arrival

1.1 The following terms and conditions apply to all future business between Volk Travel Service GmbH – hereinafter referred to as VTS – and companies within the meaning of § 14 BGB – herein after referred to as contractual partners – which market the services provided by VTS as a tour operator within the meaning of §§ 651a ff. BGB to their customers as part of package travel contracts.

1.2 The contractual partner's own terms and conditions do not apply unless VTS has expressly agreed to them. Insofar as the validity of other general terms and conditions has been agreed, these apply subordinate to these general terms and conditions.

## 2. Subject of the contract

2.1 The subject of VTS's contractual obligation to provide services is the provision of individual tourist services or service packages, consisting of various individual tourist services, to the contractual partner. Regarding the specific scope of services, only the individual contractual agreements are relevant.

2.2 Information in advertisements, brochures, or documents from service providers or other third parties are not decisive for the performance obligations of VTS, unless this has been expressly agreed between the parties.

## 3. Conclusion of the contract

3.1 All information in advertisements, brochures, flyers and on the VTS website are only examples, are non-binding and are for advertising purposes only.

3.2 If the contractual partner is interested in the services of VTS, VTS will send him a binding offer tailored to his wishes in writing, by fax or by email. Unless otherwise stated in the offer, VTS is bound to this offer for 14 days. The contractual partner can accept the offer in writing, by fax or by email. The contract is concluded when VTS receives the declaration of acceptance. An order confirmation is not required.

3.3 If the contractual partner's declaration of acceptance deviates from the offer, this represents a new offer. In this case, acceptance by VTS must be in writing.

## 4. VTS obligation to perform; Performance changes

4.1 The type and scope of VTS, obligation to perform results from the contractual agreements between the parties. Changes to essential services compared to the agreed content of the travel contract, which become necessary after the conclusion of the contract and which VTS has not brought about in good faith, are only permitted insofar as they are not significant and do not affect the overall design of the service package to be provided by VTS.

4.2 Any warranty claims of the contractual partner remain unaffected if the services changed by VTS are defective.

4.3 VTS is obliged to inform the contractual partner about significant changes in performance immediately after becoming aware of the reason for the change.

## 5. Obligations of the contractual partner

5.1 The contracting party is prohibited from designating VTS as a tour operator in relation to its travel customers, particularly in its brochures, advertisements or travel documents, or creating this impression in any other way. Furthermore, the contractual partner is prohibited from disclosing the service relationship between him and VTS to his travel customers, unless he is legally obliged to do so.

5.2 The contractual partner must not advertise or promise any service content to its travel customers, in particular in its travel advertisements, brochures and service descriptions, with regard to the services to be provided by VTS, which go beyond the contractual service obligation of VTS, unless he is responsible for these on his own accord.

5.3 The contractual partner must comply with all statutory provisions, in particular national and international laws, ordinances and guidelines on package tours, within the framework of the marketing of the services to be provided by VTS.

## 6. Payment; Set-off and retention rights

6.1 Unless otherwise agreed in individual contracts, the contractual partner must make a deposit of 90 % of the total price owed at this point in time up to 30 days before the start of the service. The remaining payment is due at the end of the services to be provided by VTS. In this respect, the payment deadline specified in the invoice applies. An invoice will be issued, taking into account the down payment made.

6.2 If the advance payment is not received on time and if no payment is made after being requested to do so, VTS is entitled to withdraw from the contract. In this case, VTS will charge the cancellation fees set out in Section 9.2.

6.3 Payments can be made by crossed check or bank transfer to the following account:

VTS bank details:

Sparkasse Koblenz

BLZ: 57050120 Swift: MALADE51KOB

Account number: 46002283

IBAN: DE03 5705 0120 0046 0022 83

6.4 The contractual partner is not entitled to offset against claims by VTS and / or to assert rights of retention. This does not apply to those claims of the contractual partner that have been legally established or are undisputed between the parties or recognized by VTS as justified. With such claims, the contractual partner can, in deviation from the provision in sentence 1, after prior notification and unsuccessful setting of a deadline of one week to settle existing claims, offset against claims by VTS or assert rights of retention.

## 7. Prices and price changes

7.1 If the start of the services to be provided by VTS is more than four months after the conclusion of the contract, VTS reserves the right to increase the contractually agreed price due to increased transport costs, the fees for certain services, such as hotel, program, port, road or airport charges or to take account of a change in the exchange rates applicable to the services. The same applies in the event of an increase in value added tax insofar as VTS proves that there is an obligation to pay value added tax. The price increase request is only permissible up to the 21st day before the agreed start of the service. A price change is only possible to the extent that price changes that have occurred after the conclusion of the contract in the transport portion, duty portion or the exchange rates applicable to the trip can be shown to have an effect on the specific calculated portion of the contractually agreed price and are reasonable for the contractual partner.

7.2 In the event of a price increase of more than 8 %, the contractual partner can withdraw from the contract without cancellation fees. He is obliged to exercise this right of withdrawal from VTS immediately after receiving the notification of change. The declaration of withdrawal must be made in writing.

7.3 VTS, right to increase prices in accordance with these terms and conditions exists regardless of whether the contractual partner is entitled to pass the price increase on to its travel customers.

## 8. Minimum number of participants

Unless otherwise stated in the order confirmation, the minimum number of participants for the agreed service package is 20 people.

## 9. Withdrawal by the contractual partner or VTS; Partial resignation; Rebooking

9.1 The contractual partner can withdraw from the contract at any time. The withdrawal must be declared to VTS in writing.

9.2 Unless otherwise expressly agreed upon between the parties, the contractual partner is obliged to pay VTS the following compensation or cancellation fees based on the total price owed at the time of the withdrawal. Calculation of the usually saved expenses and the usual other uses of the services are taken into account:

With a resignation

- up to the contractually agreed free cancellation date: free of charge
- between the free cancellation date up to the 35<sup>th</sup> day before the start of the service: 25 % of the total group price
- between the 34<sup>th</sup> day up to and including the 22<sup>nd</sup> day before the start of the service: 50 % of the total group price
- between the 21<sup>st</sup> day up to and including the 7<sup>th</sup> day before the start of the service: 70 % of the total group price
- from the 6<sup>th</sup> day before the start of the service: 90 % of the total group price

9.3 The contractual partner can withdraw from the contract at any time, including with regard to individual participant places. However, the minimum number of participants must not be undercut. In relation to the total price owed for the participant places affected by the withdrawal, the cancellation fees stated in Section 9.2 apply accordingly. VTS can, however, demand a processing fee of at least € 25.00 per person from the participant place affected by the withdrawal.

9.4 In the case of rebooking up to the contractually agreed free cancellation date, VTS can charge a flat-rate processing fee of € 30.00. A rebooking is not possible after the contractually agreed free cancellation date.

9.5 VTS remains at liberty to prove and assert any damage exceeding the flat rates mentioned in Sections 9.2, 9.3 and 9.4. In contrast, the contractual partner has the right to prove that VTS incurred no or less damage than the flat rate demanded by VTS.

9.6 If the performance of services after the conclusion of the contract is significantly impaired due to unforeseeable restrictions, both contracting parties can terminate the contract up to the agreed cancellation date free of charge. The contractual partner will be reimbursed any deposits made prior to termination for the total price immediately before the start of the service. This does not affect the cancellation deadlines and costs under point 9.2. A further claim does not exist. The withdrawal must be declared in writing to the contractual partner.

9.7 The right of termination in accordance with Section 648 of the German Civil Code (BGB) and rights of withdrawal based on custom are expressly excluded.

## 10. Termination due to force majeure

10.1 If the provision of services after conclusion of the contract as a result of force majeure, which also includes the destruction of accommodation or similar incidents, is unforeseeably considerably more difficult, endangered or impaired, both parties to the contract can terminate the contract. In the event of termination before the start of the service, the contractual partner will immediately receive back payments already made for the total price. There is no further entitlement. For services already provided, VTS can demand the remuneration due for the service provided.

10.2 If the circumstances mentioned arise after the start of the service, the contract can also be terminated by both parties. In this case, VTS will take the necessary measures as a result of the cancellation of the contract. If the contract is terminated for the aforementioned reasons, VTS is entitled to compensation for services rendered or to be rendered and used by the travel participant. Any additional costs incurred for the return transport will be borne equally by VTS and the contractual partner. Otherwise, the additional costs are borne by the contractual partner.

## 11. Notification of defects

11.1 In the event of defects in the services provided by VTS, the contractual partner is obliged to notify the respective service provider immediately, including a description of the defects, and to request remedial action. If the latter does not remedy the situation immediately or if the latter cannot be reached, the contractual partner must send the notification of defects and his request for remedy to VTS immediately. If VTS cannot be reached during the trip, the defect must be reported in writing within 3 working days after the trip.

## General terms and conditions of Volk Travel Service GmbH

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11.2 If the contractual partner culpably violates his obligations under section 11.1, the contractual partner can only assert warranty claims or claims for damages if the defect could not have been remedied or the damage could not have been avoided if notified in good time.

### 12. Warranty

12.1 If the services to be provided by VTS are significantly impaired as a result of a defect, the contractual partner can reduce the price or terminate the contract.

12.2 The termination according to clause 12.1 is only permissible if VTS has allowed a reasonable period set by the contractual partner after proper notification of defects (see clause 11.1) to elapse without taking remedial action. The requirement to set a deadline does not apply if remedy is impossible, has been seriously and finally refused by VTS or the immediate termination of the contract is justified by a special interest of the contractual partner.

### 13. Liability

The liability of VTS for damage to the contract partner that is not based on injury to life, body or health is excluded, unless this is due to a grossly negligent breach of duty by VTS or an intentional or grossly negligent breach of duty by a legal representative or VTS's vicarious agents or the culpable breach of an essential contractual obligation (cardinal obligation) is present.

### 14. Place of jurisdiction and applicable law

14.1 The exclusive place of jurisdiction for all legal disputes between the parties is the headquarters of VTS in Koblenz unless there are any compelling statutory provisions to the contrary.

14.2 The law of the Federal Republic of Germany applies exclusively unless there are mandatory statutory regulations to the contrary. This also applies if mandatory international regulations contain loopholes in sub-areas and supplementary national law should apply here.

### 15. Severability Clause

Should individual parts of these general terms and conditions be or become legally ineffective, this does not affect the effectiveness of the remaining provisions and the entire contract. In such a case, the law applies instead of the ineffective clause.