

## General Terms and Conditions of Taxibetrieb H. Stutz, owner: Harald Stutz

### Section 1 Conclusion of contract

1. A contract of transport between the Customer/Purchaser and Taxibetrieb H. Stutz, owner: Harald Stutz, Paschenstraße 18, 18119 Rostock, comes into existence with the confirmation of the booking. The following general terms and conditions form the basis for this contract.
2. The general terms and conditions in the currently valid version are available for printing and saving at the website and are made available to the Purchaser prior to concluding the booking.
3. With the transmission of the booking enquiry, the Purchaser is bound to accept the order. The contract takes effect with acceptance by Taxibetrieb H. Stutz. Taxibetrieb H. Stutz gives notice of acceptance verbally, in writing, by telephone or online. The applicant will receive written confirmation of the contract from Taxibetrieb H. Stutz. The content of the contract depends on the written confirmation of Taxibetrieb H. Stutz.
4. Obvious printing and calculation errors entitle Taxibetrieb H. Stutz to challenge the contract.
5. Item 3 also applies for verbal and telephone registrations and registration by fax or Internet.
6. Drivers are not authorised by the Taxibetrieb H. Stutz company to reach agreements, provide information or to make promises that may alter the agreed upon content of the contract, that extend beyond the service contractually agreed upon or that conflict with it.

### Section 2 Adaptation of the contract

1. Taxibetrieb H. Stutz reserves the right to change the prices confirmed with the booking as follows in the event of an increase in transport costs or of a change in the applicable exchange rate:

If transport costs as applicable at the time of contract conclusion increase, especially fuel costs, Taxibetrieb H. Stutz may increase the price according to the following calculation:

- a) In the event of an increase relating to the seat, Taxibetrieb H. Stutz is entitled to demand the increased amount from the Purchaser.
- b) In other cases, the additional transport costs demanded from the transport company per vehicle will be divided by the number of seats of the agreed upon vehicle. Taxibetrieb H. Stutz may demand the resulting increase for the individual seat from the Purchaser.

In the event of a change to exchange rates following the conclusion of the contract, the price may be increased to the extent in which the service becomes more expensive for Taxibetrieb H. Stutz as a result.

An increase is only permitted if more than 4 months lie between the conclusion of the contract and the agreed upon transport date and if the conditions leading to the increase were not yet present prior to the conclusion of the contract and were not foreseeable for Taxibetrieb H. Stutz at the time at which the contract was concluded.

2. In the event of a retroactive change in price, Taxibetrieb H. Stutz is to inform the Purchaser without delay and no later than 5 days following the notification of the increase. Price increases later than 20 days prior to the transport date are invalid. In the case of price increases of more than 5% or in the event of a significant change to the transport service, the Purchaser is entitled to withdraw from the contract free of charge. The Purchaser must assert these rights immediately following the notification of Taxibetrieb H. Stutz concerning a price increase or change to transport service.
3. The Purchaser and his/her co-passengers are liable jointly and severably for meeting the obligations of people also registered as his/her representatives.

### Section 3 Cancellation of contract due to extraordinary circumstances

1. Both Purchaser and Taxibetrieb H. Stutz may terminate the contract if transport is made considerably more difficult, endangered or impaired as a consequence of force majeure (e.g. war, domestic disturbances, natural disasters or epidemics). In the event of termination prior to the start of transport, the Purchaser will be reimbursed the price paid without delay. Any other claims shall be excluded.

The contract can also be terminated by either side if the above conditions occur after the start of transport. In this case, Taxibetrieb H. Stutz will initiate the measures necessary due to the cancellation of the contract. If the contract is terminated for the reasons previously named, the additional costs for return transport will be borne by Taxibetrieb H. Stutz and the Purchaser each by half. Other additional costs will be borne by the Purchaser.

2. Taxibetrieb H. Stutz have the right to terminate the contract in its entirety or in part without observance of a period of notice if the Purchaser or a passenger involved in the contract causes a sustained disturbance despite a warning or behaves in a fashion contrary to contract to such an extent that the immediate cancellation of the contract is justified. If Taxibetrieb H. Stutz terminates the contract, it retains a claim to the price, has to set off, however, the saved expenses and those advantages acquired by alternative usage of the service not used.

### Section 4 Duty of disclosure of Taxibetrieb H. Stutz with respect to entry regulations, visa and insurance

Taxibetrieb H. Stutz is not subject to any obligation to explain or provide information concerning entry, visa, insurance and customs regulations.

The Purchaser and the passengers are themselves responsible for acquiring information from the relevant instances. This especially applies to information concerning customs regulations, health-related entry regulations and health-related precautionary measures to be undertaken by the Purchaser and his/her co-passengers.

The Purchaser is responsible for the observance of all regulations of importance for the transport. All disadvantages, especially the payment of cancellation costs resulting from the failure to observe these regulations, are borne by the Purchaser, except when they are the result of the culpable provision of false information or the failure to provide information by Taxibetrieb H. Stutz.

#### **Section 5 Payment**

1. A down payment of 50% of the transport price is due on conclusion of the contract within 7 days of acceptance of the contract and invoicing. The payment of the remainder is due at the start of transport. In the case of registrations at short notice (30 days prior to the transport date), the total price is due immediately. In the event of delayed or incomplete receipt of payment, the Purchaser has no claim to transport.

If the down payment is not received immediately or within 10 days of receipt of the invoice, and if no payment is made upon request within a deadline set, Taxibetrieb H. Stutz is entitled to terminate the contract without notice and to cancel the booking. In this case, Taxibetrieb H. Stutz will assert a claim to the costs calculated according to Section 6 as compensation for damages. This does not apply when the delay in payment is not the fault of the Purchaser or is entirely or predominantly the fault of Taxibetrieb H. Stutz.

The remainder of the price must be paid no later than 28 days prior to the start of transport (determination of receipt of payment) when the contract can no longer be terminated pursuant to these terms and conditions.

2. In the event of bookings at short notice (less than 28 days between the booking date and the transport date), the price is to be paid in full to Taxibetrieb H. Stutz (determination of receipt of payment) upon receipt of the written confirmation of the contract and invoicing no later than 10 days prior to the date of transport.
3. A claim to transport comes into existence only after payment of the full price. No claim to transport exists without proof of payment.

#### **Section 6 Rebooking / Cancellation / Partial cancellation**

1. Cancellation is covered by the cancellation conditions herein. Cancellation fees are subject to individual graduation.
2. If changes with reference to, for example, the date of transport, the destination, the place of performance, the type of transport or the number of passengers are made subsequent to the confirmation of the contract, the same costs generally apply as for cancellation.
3. Taxibetrieb H. Stutz is entitled to service modifications if so required by circumstances beyond the control of Taxibetrieb H. Stutz and arising after the conclusion of the contract. This also includes replacement of the indicated vehicle or transport with the same standard. Taxibetrieb H. Stutz will inform the Purchaser of such changes without delay. If changes are considerable or unacceptable, the Purchaser has the right to rebook or withdraw at no charge with a term of declaration of ten working days following notification, without prejudice to any other right to termination by the Purchaser.
4. Services not used for compelling reasons having to do with the person to be transported can result in partial reimbursements provided a joint record has been produced.
5. The Purchaser or a co-passenger can be replaced by another suitable person prior to the start of transport following notification of Taxibetrieb H. Stutz. Taxibetrieb H. Stutz can reject the inclusion of the third party if the person concerned does not satisfy specific transport requirements or his/her participation conflicts with legal regulations or official directives. If a replacement is to be transported, the Purchaser together with the replacement person is liable as joint and several debtors for the price and the additional costs resulting from the inclusion of the third party.
6. The (partial) withdrawal of the Purchaser must be submitted in writing to the address specified in Section 1. The cancellation time and cancellation costs depend on the date/time the declaration of cancellation is received by Taxibetrieb H. Stutz. The lump sum cancellation costs for each person not participating amount to the following percentages of the conveyance price per capita:
  - up to 30 days prior to start of transport: 20%
  - up to 22 days prior to start of transport: 25%
  - up to 15 days prior to start of transport: 30%
  - up to 7 days prior to start of transport: 50%
  - after the 6<sup>th</sup> day prior to start of transport: 65%
  - in the event of failure to appear: 75%

Saved expenses and potential alternative usage of the transport service are taken into account when determining the lump sum. The Purchaser is entitled to prove that no or lower costs have resulted from cancellation. Cancellation by provision of a suitable replacement is not covered by this regulation.

7. Taxibetrieb H. Stutz reserves the right to demand a larger amount of concrete compensation deviating from the previously listed lump sums. In this case, Taxibetrieb H. Stutz is obligated to concretely list and document the demanded compensation, taking into account saved expenses and any alternative usage of the transport service.
8. Costs such as visa, telephone or processing costs can not be reimbursed in the event of cancellation of the contract.
9. Cancellation costs must also be paid when the Purchaser and/or the passengers do not appear or do not appear in good time.
10. In the event of failure to reach the minimum number of participants specified in the contract confirmation, Taxibetrieb H. Stutz is entitled to cancel the transport no later than 5 weeks prior to the agreed transport date. In this case, the Purchaser will be reimbursed all payments made without delay. If it should become apparent at an earlier date that the minimum number of participants can not be reached, Taxibetrieb H. Stutz is to make immediate use of its right to withdraw.

**Section 7 Guarantee**

1. If transport is significantly impaired as a consequence of a defect, the Purchaser may request a reduction in price or terminate the contract. The termination is valid only if Taxibetrieb H. Stutz fails to correct the defect within a reasonable period of time determined by the Purchaser. The setting of a deadline is dispensed with if it is impossible to correct the defect or if Taxibetrieb H. Stutz refuses to do so or if termination of the contract is justified by a special interest of the passenger. In addition to this, he/she is entitled to demand compensation for damages due to failure to perform.
2. The Purchaser/passenger is obligated to inform the respective driver of his/her complaints immediately. The driver is to take corrective action where possible. No right to a reduction exists if the Purchaser/passenger culpably fails to give notice of a defect.
3. If a defect is not or is not entirely corrected, a record of this should be taken down together with the driver.
4. All claims to be eligible for compensation due to non-performance of the contract must be asserted by the Purchaser in writing to Taxibetrieb H. Stutz at the address given in Section 1 within 1 month of the contractually agreed upon completion of the transport. After this period, claims can only be asserted if the Purchaser was prevented from observing the deadline through no fault of his/her own.

**Section 8 Liability**

1. The contractual liability of Taxibetrieb H. Stutz for damages (excluding bodily harm) is limited to 5 times the remuneration for transport provided this damage was not caused intentionally or by gross negligence. The same applies to the extent that Taxibetrieb H. Stutz is responsible for damages that are exclusively the fault of the driver charged with providing the transport.
2. Taxibetrieb H. Stutz is responsible for all claims in tort due to property damage or bodily injury to the amount of the minimum insurance sums for each Purchaser pursuant to the German Obligatory Car Insurance Law (*PflichtVG*) applicable at the time of the claim. Legal regulations otherwise apply.
3. Liability claims against the author of the homepage relating to damage of a material or ideal nature caused by the usage or non-usage of the offered information or by the usage of false and incomplete information are principally excluded as long as neither intention nor gross negligence on the part of the author can be proven. Taxibetrieb H. Stutz expressly reserves the right to change, supplement and delete sections, pages or the entire offer without separate notification, or to stop publication temporarily or permanently.

**Section 9 Data protection**

Taxibetrieb H. Stutz is obligated not to pass on customer data to third parties where no legal or official obligation to do so exists. To the extent that this is necessary to process existing contracts, participant data collected during booking or registration, such as name, address, telephone number and payment information, may be passed on to the respective driver and third parties.

**Section 10 Applicable law**

German law applies exclusively for the contractual relationship. The contract language is German. This also applies for the entire legal relationship.

**Section 11 Legal venue**

1. The Purchaser can only sue Taxibetrieb H. Stutz at its seat.
2. The place of residence of the passenger is decisive for legal action brought by Taxibetrieb H. Stutz.
3. The seat of Taxibetrieb H. Stutz is agreed upon as the legal venue for legal action against passengers or contract partners who are business people or legal entities according to public or private law whose place of residence or usual domicile at the point in time of the commencement of a suit is outside Germany or whose usual domicile is unknown.

The previous provisions do not apply

- a) if and to the extent that provisions of international agreements not subject to the contract yield results in favour of the passengers, or
- b) if and to the extent that provisions applicable for the contract but not subject to it in the member state of the EU of which the passenger is a citizen are more favourable for the Purchaser than the provisions of these terms and conditions or the corresponding German regulations.

**Section 12 Final provisions**

If one or more provisions of this contract should be entirely or partially ineffective, the validity of the other provisions is not affected by this. Provisions as close as possible to the desired purpose will retroactively replace the ineffective provisions.