



General Terms & Conditions for Incoming Services in Commercial Business Transactions (B2B) with Prime Tours Germany UG

Prime Tours Germany generates and purchases touristic services in Germany, Austria and Switzerland and sells these as a wholesaler, to domestic and foreign travel businesses (hereinafter referred to as "Clients") in the form of package or individual services.

The General Terms of Business are applicable for all legal transactions starting from 01.07.2021 between Prime Tours Germany UG, Josef-Kistler-Str. 8, 82110 Germering (hereinafter referred to as Prime Tours Germany) and its Clients.

§ 1 Conclusion of a Contract

- a) The Client may make a booking by e-mail, phone or in writing.
- b) By booking the services offered by Prime Tours Germany, the Client makes a binding offer to Prime Tours Germany for conclusion of a contract. The Client's offer is accepted by transmission of the booking confirmation by Prime Tours Germany in written form within 10 days. Should the content in the booking confirmation deviate from the content of the Client booking, the content of the booking confirmation shall be deemed to be a new offer by Prime Tours Germany. The contract shall be concluded on the basis of this new offer if the Client declares its acceptance in writing or by making the required payment.

§ 2 Services

(1) The type and scope of contractually owed services are determined according to the specification of services outlined in the contract provided by Prime Tours Germany.

(2) Prime Tours Germany does not warrant any special requests as to rooms, equipment and beds which deviate from its specification of services because it is the hotel which shall specify availability, depending on its facilities. No binding commitment to special requests can be made by Prime Tours Germany.

§ 3 Terms of Payment, Late Payments

(1) Prime Tours Germany shall invoice the Client according to the contractually agreed remuneration. The invoice amount shall be in Euros and shall include, insofar as necessary, statutory Value Added Tax as applicable at the date that the invoice is issued.

(2) Payment shall be made in accordance with the terms stated in the invoice. The cost of money transfers shall be borne by the Client.

(3) If no payment date is indicated on the invoice, the amount claimed shall be payable and due immediately.

(4) At the time of booking and in order to confirm all travel arrangements, Prime Tours Germany shall charge a non-refundable deposit of 30% of the total cost of the planned itinerary.



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(5) The rest of the payment is due 30 days before commencing the journey concurrently with the handing-over of travel documents, voucher etc.

(6) If the booking is made within two weeks of the start of the travel date, the client is obliged to pay the full amount and receives travel documents concurrently.

(7) Prime Tours Germany shall be entitled to claim advance and/or part payments, in its equitable discretion, to be set-off against the total price in special cases. To the extent that Prime Tours Germany is only prepared to render the service with full or partial advance payment Prime Tours will notify the Client prior to the conclusion of the contract.

(8) Should advance payments or the total or remaining amount not be paid by the Client within the agreed payment period, Prime Tours Germany can refuse performance of the services and, after setting a reasonable grace period, it can rescind the contract insofar as the service has not yet been provided. In such event, Prime Tours Germany shall invoice the Client cancellation costs in accordance with § 6 hereof

§ 4 Amendment of Services

Prime Tours Germany is entitled to amend contractually agreed services insofar as serious reasons for amendment occur after conclusion of the contract which make such amendments mandatory. No amendments or deviations shall be permitted which substantially affect the overall character of performance or the package services – or would be unreasonable for the Client in consideration of a balancing of reciprocal interests or which would put the Client at a disadvantage contrary to principles of good faith.

§ 5 Adjustment of Price

(1) Prime Tours Germany shall be entitled to adjust the contractually agreed price after conclusion of the contract, due to price adjustments of its service providers, provided that the circumstances resulting in the increase did not occur prior to conclusion of the contract and were not foreseeable at that time by Prime Tours Germany.

Declaration of such an increase shall only be valid if made in writing, stating the relevant cost items and the respective calculation method.

(2) A price increase of a maximum of 10% of the entire booking price shall only be permissible in the case of increased transportation costs, duties and taxes for certain services as well as the underlying exchange rates (e. g. CHF). Any such claim must be made up to the 20th day prior to performance of services.

(3) Prime Tours Germany shall inform the Client without undue delay regarding

(4)



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amendments as defined in paragraph 1 to 2 hereof. In the event of a substantial change of essential services, including an increase of price more than 10%, the Client is entitled to rescind the contract at no charge. With amendments as defined in paragraph 1 above, instead of rescinding the contract, the Client may request a service of at least the same value if Prime Tours Germany is able to offer such to the Client without additional cost from its offerings. The Client must claim this right vis-à-vis Prime Tours Germany without undue delay following receipt of the declaration regarding the amended service.

§ 6 Rescission of the Client prior to Commencement of the Services, Cancellation Costs

In the event that the Client cancels travel arrangements made by Prime Tours Germany less than 30 days prior to departure from the traveler's origin or during the journey 100% charges shall apply (based on the total cost of the planned itinerary).

§ 7 Substitute Travelers

The Client is free to undertake changes to the names and persons by e-mail up to 7 days prior to the commencement of the trip, insofar as the substitute travelers meet the specific requirements for making such a trip and participation of the substitute traveler(s) is not precluded by statutory provisions or orders of public authorities. Any additional costs there by incurred shall be borne by the Client and may not be charged unless Prime Tours Germany proves that it incurred greater costs.

§ 8 Alteration of Bookings

(1) After receipt of the booking confirmation, the Client may no longer claim any changes with regard to the time of performance, the scope or place of services, accommodation and means of transportation (change of booking). Should the Client nevertheless wish to make a change of booking at the Client's cost, it is requested to contact Prime Tours Germany in a timely manner. Prime Tours Germany shall use best efforts to comply with such request, in agreement with the Client.

(2) Change of bookings wished by the Client which are made within four weeks prior to the planned execution of services can, insofar as the performance is at all possible, be made only by way of rescission pursuant to § 6 hereof and a simultaneous new booking. This shall not apply to claims of changes which only cause minor costs.



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§ 9 Unclaimed Services

Should the Client or its travelers fail to make use of particular services properly offered for reasons which are ascribed to the Client or the individual travelers, they shall have no claim to pro rata reimbursement of the price accruing hereon. Prime Tours Germany shall endeavor to reimburse expenses saved from its service providers. However, such obligation shall not apply with regard to completely insignificant services or such reimbursement is precluded due to statutory provisions or orders public authorities.

§ 10 Rescission in Cases of Shortfall of Minimum Number of Group Travelers

(1) Prime Tours Germany may rescind the contract for services to be provided for group tours due to a shortfall of the minimum number of participants, provided that

- a) the respective specification of services defined a concrete minimum number of participants and stated the latest date at which the Client must receive the declaration of rescission, prior to the contractually agreed commencement of services, and
- b) the booking confirmation clearly indicates the minimum number of participants and the latest date of rescission or contains a reference to respective information in the travel advertisement.

(2) In such event, rescission shall be declared without undue delay and must be received by the Client at the latest at the time specified in paragraph 1 a) above. The price paid by the Client shall be reimbursed to the Client without undue delay.

(3) Paragraph 1 and paragraph 2 hereof shall not apply if Prime Tours Germany guaranteed performance of the services (performance guarantee). In such a case, Prime Tours Germany shall be entitled at its equitable discretion to adjust the services agreed to the actual size of the group. § 5, paragraph 1 and paragraph 3 shall apply accordingly.

§ 11 Termination Right of Prime Tours Germany

Prime Tours Germany may terminate the contract without notice insofar as individual travelers seriously disrupt the performance of the trip in spite of a warning by Prime Tours Germany or such persons conduct themselves in violation of the contract to such an extent that immediate cancellation of the contract is justified. Should Prime Tours Germany terminate the contract, it shall still be entitled to payment of the price but with set-off of saved expenses and such benefits as obtained from a different use of unclaimed services, including any amounts credited by the service providers.



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§ 12 The Client's Obligations to Notify and Cooperate

(1) The Client shall inform Prime Tours Germany if it fails to receive the necessary travel documents (e.g. tickets, hotel vouchers) within the period notified by Prime Tours Germany. The Client is obligated to check the accuracy and completeness of the travel documents received, in particular, their conformity with the booking. Furthermore, the Client is obligated to immediately notify Prime Tours Germany regarding discrepancies, missing documents or other inconsistencies. Should the Client culpably fail to meet this obligation, it shall also be liable for any damage resulting here from (§ 254 German Civil Code (BGB)).

(2) It is incumbent on the Client to notify Prime Tours Germany of any defects which occur. If it culpably fails to do so, the price shall not be reduced. Notification of defects is not subject to a specific form but it is recommended that it be made in writing. Such notification is unnecessary if it is apparent that such shall have no prospect of success or would be unreasonable for other reasons or Prime Tours Germany could not have been unaware of the defect.

(3) Prior to commencement of performance of the services, the Client shall be provided with an emergency phone number or other data for immediate contact with Prime Tours Germany. The Client is obligated to forward the contact data to all participating travelers.

(4) The Client shall inform its travelers of their obligation to pay any extra services on site themselves which are not contained in Prime Tours Germany's specification of services, such as e. g. visitor's tax, other local charges, costs of Pay-TV, minibar or underground parking. Prime Tours Germany will not assume any of these costs.

(5) Furthermore, the Client shall inform its travelers that local service providers may require guarantees by credit card or cash deposits. Prime Tours Germany shall inform Client in due time of such requirements.

(6) It is incumbent on the Client alone to notify its travelers in due time regarding applicable passport, visa and healthcare regulations as well as any amendments thereof in due time prior to commencement of the trip.

§ 13 Exclusion of Claims, Statute of Limitations

(1) Claims based on defective services shall be made by the Client to Prime Tours Germany within one month following the contractually foreseen end of the service. After expiration of this time period, claims can only be made if Prime Tours Germany could not comply with the stated time period with no fault of its own.

(2) The Client's claims shall be time-barred after one year, subject to other mandatory statutory regulations. The shortened statute of limitations period shall not apply to claims for damage caused by gross negligence as well as bodily harm.



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§ 14 Limitation of Liability

(1) Prime Tours Germany shall be liable for injuries causing death, damage to body and health which result from intentional breach of duty by Prime Tours Germany, its statutory representatives or vicarious agents in accordance with the statutory provisions. For damage which is not covered by sentence 1 hereof and which result from intentional breach of duties by Prime Tours Germany, its statutory representatives or vicarious agents, Prime Tours Germany shall also be liable according to the pertinent statutory regulations.

(2) Prime Tours Germany shall also be liable for damage caused by negligence to the extent that the damage resulting here from is based on a violation of rights to be granted to the Client in accordance with the content and purpose of the contract and/or by a breach of obligations which are necessarily required for the proper performance of the contract. Liability for material damage and pecuniary losses hereunder is limited to the foreseeable damage typical for such contract.

(3) Liability for material damage and resulting pecuniary losses is limited to EUR 1,000,000.00 per incident of damage even in case of a breach of material contractual obligations and EUR 5,000,000.00 per incident of personal damage.

(4) The above limitations of liability shall apply in the same scope accordingly in favor of company organs, statutory representatives, employees and other vicarious agents of Prime Tours Germany.

(5) Otherwise, liability is precluded – insofar as not otherwise mandatory by statute.

§ 15 Miscellaneous

(1) Subject to other individual agreements, the entire contractual relationship between Prime Tours Germany and the Client shall be governed by German law.

(2) If the Client is deemed a merchant, a legal entity of public-law, or a special fund under public law, exclusive jurisdiction for all claims resulting from or related to this contract is agreed to be the registered seat of Prime Tours Germany. The same shall apply vis-à-vis persons having no general place of jurisdiction in Germany, or having moved their domicile or habitual residence abroad, after conclusion of the contract, or persons of unknown domicile or usual abode at the time of suing.

(3) The Client shall be entitled to set-off only if its counterclaims are established by final judgment, are recognized by Prime Tours Germany or have a close reciprocal

connection to Prime Tours Germany's claim. The Client is only entitled to exercise a right of retention if its counterclaim is based on the same contractual relationship.

(4) The Client is not entitled to assign its claims against Prime Tours Germany hereunder without the consent of the latter.

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



PREMIUM TRAVEL AGENCY & LIMOUSINE SERVICE

PRIME TOURS GERMANY UG

haftungsbeschränkt

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(6) Any deviating general terms of business of the Client are hereby expressly excluded.

(Germering, July 2021)