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## Terms of contract of the company Welter - Tours OHG for the rental of buses and coaches

The following bus hire terms and conditions, hereinafter abbreviated to "MOB", shall, insofar as effectively agreed, form part of the contract concluded between us, Welter - Tours OHG, hereinafter referred to as "bus company" and abbreviated to "BU", and the client, hereinafter referred to as "AG", in the event of bus hire. And the client, hereinafter abbreviated to "AG". Please read this MOB carefully before placing your order. We recommend that you carry this MOB with you on your journey and that you inform your tour guides and other agents as well as your passengers of the contents of this MOB. Passengers about the contents of these Terms and Conditions so that they are aware at all times of their rights and obligations as the AG and the consequences of this for the conduct of the tour guides, agents and passengers. For the conduct of the tour guides, agents and passengers themselves.

### 1. Legal basis, Scope of application of these terms of Business

- a) All legal and contractual relationships between BU and CU shall be governed first and foremost by the agreements made in the individual case (in particular with regard to prices and services) and, if effectively agreed, by these Terms and Conditions of Contract and, in the alternative, by the provisions of tenancy law on the rental of movable property (§§ 535 et seq. BGB).
- b) These contractual terms and conditions apply, insofar as effectively agreed, to contracts with natural persons and groups, insofar as the contract cannot be attributed to their commercial or independent professional activity (consumers within the meaning of § 13 BGB). These contractual provisions shall also apply to contracts with commercial or self-employed clients insofar as they conclude the contract in the exercise of their commercial or self-employed professional activity (entrepreneurs within the meaning of § 14 BGB).
- c) The following contractual provisions shall only apply to entrepreneurs as the principal:
  - These contractual terms and conditions shall also apply to all future contracts of CL with BU, even if these contractual terms and conditions have not been expressly agreed, referred to or declared applicable.
  - General terms and conditions of BU shall not apply to the contractual relationship with BU, even if they have been declared applicable by BU and even if BU does not object to these terms and conditions.
- d) Mandatory statutory provisions applicable to the contractual and legal relationship between the CL and the BU, in particular of trade law and passenger transport law, as well as applicable provisions of European Union regulations (in particular the Passenger Rights Regulation), shall remain unaffected by these contractual provisions.

### 2. Conclusion of contract

- a) BU may communicate its interest in renting a bus orally, by telephone, in writing, by e-mail, by fax and - if BU provides for this on its website - online using a corresponding enquiry form.
- b) BU shall inform CU about the available vehicles, prices, services and other conditions on the basis of the information provided. This information does not constitute a binding contractual offer by BU to CL. At the same time BU shall inform CU about the form of a possible order placement.
- c) By placing the order, BU offers BU the binding conclusion of a rental contract. Insofar as no specific form is expressly stipulated in BU's notification of the contract conditions, the order may be placed verbally, in writing, by telephone, by e-mail, by fax or - insofar as so provided by BU - online.
- d) If BU offers the possibility of a binding online booking via the BU website, BU will inform the client on the website about the individual steps for a binding booking and the further process of concluding the contract. In this case, the online booking becomes binding on the part of BU by clicking the button "Book with obligation to pay" in the sense that, by clicking this button, BU receives a binding contractual offer to conclude a rental contract, which, in the event of acceptance of this contractual offer by BU, leads to the conclusion of a contract with BU with obligation to pay. The provisions in Sections 2.3 to 2.7 shall apply accordingly to this booking procedure.
- e) The CL is bound by the contract offer made with the placement of the order for 7 working days, unless another period has been expressly agreed.
- f) The basis of the contract offer of the CL to the BU is the information on the vehicle, prices and services in the information on the contract conditions according to section 2.2 as well as these contract conditions.
- g) The contract shall become legally binding for BU and CL upon receipt of BU's order confirmation by CL.
- h) If BU submits an offer expressly designated as binding, if applicable after prior clarification of the availability of the bus hire services requested or envisaged by CU, the contract shall be concluded as follows, in deviation from the provisions in sections a) to c) and e) to g):
  - In this case, the BU's offer constitutes the binding offer to conclude a corresponding rental contract on the basis of the prices and services specified in this offer and this MOB.
  - The contract is legally binding if BU accepts this offer without any extensions, restrictions or other changes in the form specified by BU and BU receives this declaration of acceptance within a period of time specified by BU, if applicable. BU is entitled, but not obliged, to accept declarations of acceptance received late. It shall inform BU of this without delay.
  - BU shall confirm to CU the receipt of its declaration of acceptance. In this case, however, the contract shall already be legally binding upon receipt of BU's declaration of acceptance by BU and the legally binding nature of the contract shall therefore not depend on the receipt of this confirmation of receipt by BU.

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# ROAD



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Seite 2

- i) Bei Gruppen, Behörden, Vereinen, Institutionen und Firmen ist Auftraggeber und Vertragspartner des BU ausschließlich die jeweilige Gruppe, Behörde usw., bzw. der jeweilige Rechtsträger, soweit die Auftragserteilung nicht ausdrücklich für eine andere natürliche oder juristische Person oder Personenmehrheit als AG erfolgt oder sich aus den Umständen ergibt, dass die Auftragserteilung in deren Namen erfolgen soll. Die Person, welche für eine Gruppe, Behörde, einen Verein, eine Institution oder eine Firma den Auftrag erteilt, hat für die Verpflichtungen des AG, für den sie handelt, wie für ihre eigenen Verpflichtungen einzustehen, soweit sie diese besondere Einstandspflicht durch ausdrückliche und gesonderte Erklärung übernommen hat oder nach den gesetzlichen Bestimmungen (§ 179 BGB) als Vertreter ohne Vertretungsmacht gehandelt hat.

### 3. Services and scope of BU's contractual obligations, scheduled transports, seat assignments

- a) BU's obligation to perform consists in the rental of the vehicle including the driver(s) for passenger transport in accordance with the contractual agreements. Accordingly, BU does not owe the transport itself in the sense of a success under the contract for work and services.
- b) The reason and/or the purpose of the contractual transport is not the basis of the contract without an explicit agreement with BU. The omission or change of the reason and purpose (in whole or in part), in particular the omission or cancellation of destinations, events, visits or similar, shall therefore not give rise to a claim by the CL for a free withdrawal from the contract, termination, price reduction or other adjustments to the contract.
- c) If the contractually owed use of the bus serves the purpose of reaching destinations or events on a time-bound basis, the following shall apply:
- BU shall plan the time required and the resulting departure time taking into account the route, weather conditions, driving times and necessary breaks.
  - It is the responsibility of the Client, in particular if the Client is an entrepreneur and in particular if the Client has relevant experience with the destination, the event and/or the route, to provide BU with relevant information and concerns regarding the planned route or the time requirements in good time.
  - Insofar as BU is not in breach of any contractual or legal obligations, BU shall not be liable for reaching the destination or the event on time. Any costs incurred by BU or its passengers as a result of the delay shall be borne by BU.
  - If BU takes measures (e.g. communication, use of additional drivers, use of alternative means of transport) to avoid delays or as a consequence of delays in accordance with the instructions of or in agreement with CL or its representatives, CL shall reimburse BU for the corresponding expenses.
- d) BU's obligation to perform does not include the supervision of passengers. In particular, BU does not assume any contractual duty of supervision when transporting minors.
- e) The following applies to BU's obligation to perform for disabled persons or persons with reduced mobility:
- Assistance and care services are only owed by BU if this has been expressly agreed.
  - The Client is obliged to inform the BU of the expected number of persons in need of assistance before the conclusion of the contract and to provide precise information on their limitations and assistance needs; the information must be supplemented and specified in good time before the start of the journey. If a significant increase in the number of persons in need of assistance compared to the information provided prior to the conclusion of the contract necessitates the use of another bus, additional drivers or other special measures, the Client shall pay a special fee for this in addition to the agreed remuneration.
- f) BU shall not be obliged to supervise items left behind by CL or its passengers in the passenger compartment of the vehicle; likewise, BU shall not be obliged to supervise luggage during loading and unloading. This shall not affect any claims of BU and its passengers based on breaches of duty by BU and/or the driver with regard to the proper parking and locking of the bus and the luggage compartments as well as any technical defects of the bus in this respect.
- g) Unless otherwise expressly agreed, the following applies to information and provisions in connection with the journey, especially for journeys abroad:
- BU is not obliged to provide information to CU or its passengers on visa, entry, foreign exchange and customs regulations. The CL is responsible for observing these regulations, complying with them and obtaining the necessary documents, permits and records. He is obliged to urge his passengers to comply with the regulations and to carry the relevant documents, identity papers and papers with them.
  - BU does not owe CU any advice on legal consequences resulting from the rental of the bus, the occasion, the destination, the purpose and the execution of the journey. In particular, it is the sole responsibility of the CL to check whether, by placing the order with the BU and/or carrying out the journey, it is in the legal position of a package tour operator or whether the CL's own contractual or legal obligations towards its passengers are established in any other way with regard to the journey. The Client shall be exclusively obliged to comply with the relevant regulations.
  - Without an express agreement with the Principal, the BU shall not be obliged to take out insurance policies for the benefit of the Principal or his passengers in addition to the insurance policies it is obliged to take out in accordance with the statutory provisions or to refer to such insurance policies. This applies in particular to travel cancellation insurance, travel interruption insurance or insurance to cover the costs of repatriation in the event of accident or illness.

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# ROAD



# CREW

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Seite 3

- h) Within the scope of applicable legal provisions (in particular BU's compliance with regulations concerning bus transport of disabled persons or persons with reduced mobility), the allocation of specific seats on the bus as well as contractual agreements with Passengers in this respect shall be exclusively at the discretion and within the scope of responsibility of BU.
- i) BU, its drivers or other agents shall have no obligation to organise, implement and ensure specific seat assignments in the absence of an express contractual agreement to this effect; in particular, there shall be no obligation to inform or instruct passengers in this respect.
- j) BU, its drivers or other agents shall, however, be entitled to change seat assignments of CL or its drivers or agents, in particular to bindingly assign passengers to seats other than those provided for or agreed with CL, if this is necessary due to the fulfilment of legal obligations (in particular towards disabled passengers or passengers with reduced mobility) or for safety reasons. This shall also apply insofar as such seat allocation constitutes a measure taken in lieu of exclusion from carriage for the reasons set out in Clause 10 e) 5 a) to f).

#### 4. Changes in performance, changes regarding the vehicle used

- a) Changes to essential contractual services, in particular a change to the intended vehicle type, which become necessary after conclusion of the contract and were not brought about by BU contrary to good faith, are only permitted insofar as the changes are not substantial and do not impair the purpose of the contract.
- b) Any warranty claims remain unaffected insofar as the changed services are defective.
- c) BU shall be obliged to inform CU of any significant changes to services immediately after becoming aware of the reason for the change.
- d) In the event of a significant change to an essential contractual service, BU shall be entitled to withdraw from the contract free of charge. CL shall assert this right immediately after BU's declaration of the substantial change in the contractual services.
- e) If a reduction in seating capacity, routing, route length, contract duration or other essential contractual services is made on the basis of a unilateral change request by the CL, for the consideration of which no contractual or legal entitlement of the CL exists, or on the basis of corresponding agreements in the contract or after conclusion of the contract, BU is entitled to use a vehicle other than the one provided for in the contract, if necessary in place of one vehicle a maximum of two other or smaller vehicles. These vehicles may differ in quality from the contractually agreed vehicle in terms of type and equipment. Any claims for reduction on the part of the Client in the event of such substitute use shall remain unaffected.
- f) The provision in section 4.5 shall apply accordingly if the use of a contractually agreed vehicle has become impossible due to circumstances that lie outside the BU's sphere of risk and control. This includes in particular the failure due to force majeure (weather damage, theft, vandalism) as well as damage due to motor vehicle accidents for which BU or its vicarious agents are not responsible.

#### 5. Prices and payment

- a) The rental price agreed upon conclusion of the contract shall apply, unless otherwise agreed or unless the prerequisites for a price increase pursuant to section 6 of these contractual conditions are given.
- b) The agreed rental price includes the costs for fuel, oil and other operating materials and the personnel costs for the driver(s) in accordance with the agreed rental/operating time and the agreed route. Other additional and incidental costs, in particular tolls and parking fees, shall be borne by BU. BU shall inform CU, as far as possible, about the nature and the probable amount of such additional and incidental costs before conclusion of the contract. If accommodation and catering costs for the driver are not included in the price, BU will inform the CL of this before conclusion of the contract (in particular in the offer).
- c) Additional costs incurred due to changes in services requested by the Client will be charged additionally.
- d) Invoices are payable upon receipt without deduction. Payment methods other than cash or bank transfer are only possible if this has been expressly agreed in advance. Payments in foreign currencies are expressly excluded.
- e) Transfers, especially from abroad, must be made free of costs and charges.
- f) The timeliness of payments is determined by the credit entry on BU's account.
- g) If advance payments have been agreed, BU shall be entitled to withdraw from the contract after a reminder has been issued and a deadline has been set, provided that BU is willing and able to provide the contractual services and that there is no statutory or contractual right of retention on the part of BU.
- h) If CU is in arrears with undisputed payment claims against BU from previous contracts or on the basis of BU's statutory payment claims, BU may refuse to provide the contractual services from subsequent orders until the undisputed claim, including default interest, reminder costs, court costs and lawyers' fees, has been paid in full. BU may make payment to avert BU's right of retention subject to the right of reclaim. If there is a delay in payment of disputed contractual or statutory payment claims, BU may refuse contractual performance under subsequent contracts unless CU first provides security by way of an unconditional, irrevocable and directly enforceable bank guarantee or by deposit in a trust account of a lawyer or notary designated by BU. Seite 4

#### 6. Price increase

- a) Unless otherwise agreed in individual cases, BU is entitled to demand a price increase of up to 10% of the contractually agreed price in the event of an increase in fuel costs, personnel costs as well as taxes and duties, insofar as this increase affects the agreed rental price.

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# ROAD



# CREW

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Seite 4

- b) An increase is only permissible if there are more than 4 months between the conclusion of the contract and the contractually agreed start of the transport service and the circumstances leading to the increase had not yet occurred before the conclusion of the contract and could not have been foreseen by BU when the contract was concluded. BU must inform CL immediately after the reason for the increase becomes known, assert the increase and provide evidence of the reason for the increase.
- c) In the event of a permissible increase exceeding 3% of the agreed basic rental price, CU may withdraw from the contract without any obligation to pay BU. The declaration of withdrawal does not require any particular form and must be declared to BU immediately after receipt of the request for increase. However, in order to avoid misunderstandings, BU is recommended to submit the declaration of withdrawal in writing or in text form (e-mail).

## 7. Withdrawal and termination by the client

- a) The following provisions shall only apply unless otherwise agreed between BU and CU in individual cases. Rights of withdrawal by virtue of commercial usage are expressly excluded.
- b) Without an express agreement to this effect, BU is not entitled to unilaterally demand a reduction or change in the seating capacity, the operating time, the duration of the contract, the routing, the route length, the type of vehicle provided for in the contract or other essential contractual services. If BU agrees to such changes, it shall be entitled to the rights according to section 4. e) of these contractual terms and conditions. A claim to a reduction of the agreed rental price shall only be considered in accordance with section 4. e) if the vehicle is used as a substitute.
- c) The Client may withdraw from the contract at any time prior to the commencement of performance. Contractual partners who are merchants or legal persons under private or public law must declare withdrawal in writing or in electronic text form. It is strongly recommended that other contracting parties declare their withdrawal in writing or in electronic text form.
- d) In the event of a withdrawal, BU shall, within the scope of its ordinary business operations and without any obligation to make special efforts, endeavour to use the contractually agreed bus or the contractually agreed transport capacities for other purposes.
- e) BU shall have the income from any other use offset against the claim for remuneration. If it is not possible to use the bus or the contractually agreed transport capacities for another purpose, BU's claim to payment of the full rental price remains unaffected. BU shall, however, take into account any expenses saved.
- f) Saved expenses may be deducted by BU with a lump sum deduction of 30% of the rental price. This deduction takes into account saved fuel and personnel costs.
- g) BU expressly reserves the right to prove to BU that it has not incurred any loss or only a significantly lower loss and/or that the saved expenses were significantly higher than the flat-rate deduction of 30%. Furthermore, BU reserves the right to prove that the contractual services not used (in particular the use of the bus for other purposes) were used by BU in another way or were not used without an objectively justifiable reason. In the event of such evidence, BU shall pay no compensation or only a correspondingly lower compensation.
- h) BU shall only be entitled to compensation if BU was ready and able to provide the contractually owed services at the time of the withdrawal, the non-utilisation is not due to a circumstance for which BU is responsible and there is no case of force majeure. There is also no entitlement to compensation if the withdrawal is due to the fact that BU has made or announced considerable changes to the services which are unreasonable for CU.

## 8. Withdrawal and termination by BU

- a) BU may, except in the case of a delay in payment by the Client as stipulated in these contractual conditions
  - withdraw from the contract before the start of the journey
  - or terminate the contract after the start of the service (start of the journey),
  - if the CL violates contractual or legal obligations in a significant manner despite a corresponding warning by BU or if such violations of obligations are objectively to be expected and if such violations of obligations are objectively suitable to significantly endanger, impede or impair the proper performance of the contractual services by BU. BU shall only be entitled to withdraw from or terminate the contract if these conditions are met and BU cannot objectively be expected to adhere to the contract due to the breach of duty, even taking into account CU's interests in the performance of the contract.
  - insofar as the CL and/or his agents and/or his passengers violate safety regulations or objectively endanger the safety of the bus, the driver, the passengers of the bus or other road users or other third parties in any other way,
  - if the provision of the service is made considerably more difficult, endangered or impaired by force majeure or by an impediment, endangerment or impairment of a considerable nature due to unforeseeable circumstances such as war or warlike events, hostilities, insurrection or civil war, arrest, seizure or obstruction by state authorities or other persons, road blockades, quarantine measures as well as strikes, lockouts or work stoppages for which he is not responsible.
- b) In the event of a withdrawal or termination according to section 8. a) lit. a) and b), BU's claim to the agreed remuneration shall remain unaffected. The provisions in sections 7.5 to 7.7 apply accordingly.
- c) In the event that BU terminates the contract after the start of the journey for the reasons stated in section 8. a) lit., BU shall be obliged to transport the passengers back at the request of CU, whereby there shall only be a right to return transport by bus. The obligation to provide return transport shall not apply if and to the extent that return transport is impossible for BU or unreasonable for BU, also taking into account the interests of CU and/or its participants. If such a termination results in additional costs for the return transport as such,

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# ROAD



# CREW

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Seite 5

these shall be borne by CU and BU in equal parts. Any other additional costs, in particular costs for additional meals or accommodation for BU's passengers, shall be borne by BU.

- d) If BU terminates the contract for the reasons stated in section 8. a) c), BU shall be entitled to appropriate remuneration for the services already provided and those still to be provided under the contract, provided that the latter are still of interest to BU despite the termination.

## 10. Obligations and liability of the client, its employees and its passengers, complaints (grievances)

- a) The CL is responsible for the behaviour of its passengers during the transport.
- b) Instructions given by the driver or other employees of BU must be followed by CL, its tour guides or other agents and its passengers, - insofar as these instructions relate to the implementation of and compliance with legal regulations in Germany and abroad, in particular compliance with safety regulations and entry regulations, - insofar as such instructions are objectively justified in order to enable or ensure the proper conduct of the journey, - insofar as the instructions serve to prevent or stop unreasonable disturbances for the driver and/or the passengers.
- c) CU shall be liable itself, if applicable jointly and severally with its passengers, tour guides or agents, for damage to property or assets of BU caused by its passengers, tour guides or agents, in particular damage to the vehicle, insofar as CU's breach of its own contractual or statutory obligations has been the cause or contributory cause of the damage and CU does not prove that neither it nor its passengers, tour guides or agents are responsible for the damage.
- d) In accordance with § 21 of the German Road Traffic Regulations (StVO), the prescribed seat belts must be worn during the journey. Seats may only be left for a short time. Each passenger shall be obliged to ensure that he or she has a firm hold in the vehicle at all times, in particular when leaving the seat for a short time. The Client shall ensure compliance with these safety regulations by the passengers, in particular by providing appropriate express written or verbal information to its passengers and by instructing its tour guides or other agents accordingly.
- e) Passengers who, despite warnings, do not comply with the instructions of the driver or other BU representatives, which are factually justified, in particular in accordance with the present regulations, may be excluded from carriage and expelled from the bus if, as a result of the failure to comply with the instructions - a violation of domestic or foreign law occurs or continues, - safety regulations are violated - the safety of the passengers is objectively endangered or impaired even without a violation of safety regulations, - the proper performance of the journey is objectively made considerably more difficult, endangered or impaired, - the passengers are significantly and unacceptably impaired - for other substantial reasons, the onward carriage is objectively unreasonable for the BU, also taking into account the interests of the passenger concerned in the onward carriage.
- f) In the event of a justified exclusion from the carriage, there is no entitlement to return carriage or recourse claims of the CL against BU.
- g) Complaints (grievances) about the manner in which the journey was carried out and/or the vehicle used and/or the driving style or the behaviour of the driver or other agents as well as about the deficiencies of other contractual services provided by BU must first be addressed to the driver or other agents of BU. The CL shall instruct its tour guides or other responsible agents, irrespective of whether corresponding complaints are made by the passengers themselves or have already been made, to make corresponding complaints about defects to the driver or other agents of the BU.
- h) The driver or other BU representatives are required and entitled to remedy justified complaints. They are entitled to refuse the remedy if this remedy is not possible or only possible with disproportionate effort. In the event of such a refusal of remedy, claims of the OP, in particular for a reduction of the price or for damages, shall remain unaffected. The Principal shall be obliged to cooperate in the remedying of service disruptions within the scope of what is reasonable for him in order to avoid possible damage or to keep it as low as possible. He shall instruct his tour guides or other agents to behave accordingly before the start of the journey.

## 11. Limitation

- a) Contractual claims of BU arising from injury to life, body or health which are based on an intentional or negligent breach of duty by BU or a legal representative or vicarious agent of BU shall become statute-barred after three years. This also applies to claims for compensation for other damages based on an intentional or grossly negligent breach of duty by BU or a legal representative or vicarious agent of BU.
- b) All other contractual claims are subject to a limitation period of one year.
- c) The statute of limitations according to clauses 11.1 and 11.2 shall commence at the end of the calendar year in which the claim arose, but not earlier than at the time when BU becomes aware of the cause of action and BU as the claimant or should have become aware of it without gross negligence. If the last day of the period falls on a Sunday, a state-recognised public holiday or a Saturday, the next working day shall take the place of such a day.

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# ROAD



# CREW

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Seite 6

- d) If negotiations between CU and BU regarding the claim or the circumstances giving rise to the claim are pending, the limitation period shall be suspended until CU or BU refuses to continue the negotiations. The limitation period shall commence at the earliest three months after the end of the suspension.
- e) The foregoing provisions shall not affect mandatory statutory limitation provisions, in particular those arising from the liability of BU or its vicarious agents (in particular the drivers) under liability provisions of road traffic, motor vehicle and passenger transport law. This only applies to BUs that are entrepreneurs to the extent that deviating agreements are not permissible with them either.

#### 12. Special provisions in connection with pandemics (in particular the Corona virus)

- a) The Parties agree that the agreed bus hire services shall always be provided by BU in compliance with and in accordance with the official requirements and conditions applicable at the respective time of performance.
- b) The Principal agrees to observe reasonable usage regulations or restrictions imposed by the BU when using services and to instruct all passengers to immediately notify the BU office and the driver in the event of typical symptoms of illness occurring.
- c) The contract is expressly agreed subject to BU's right to withdraw from the contract, that the carriage of the contractually agreed maximum number of passengers (in the absence of an express agreement, the permitted maximum capacity of passengers of the agreed bus applies) is permitted at any time at the time of the provision of the service in accordance with the official requirements applicable to the rented bus tour.

#### 13. Information on consumer dispute resolution

BU does not participate in voluntary consumer dispute resolution. If consumer dispute resolution becomes mandatory for BU after these Terms and Conditions have gone to print, BU will inform consumers about this in an appropriate manner. BU refers to the European online dispute resolution platform <http://ec.europa.eu/consumers/odr/> for all contracts concluded in electronic legal transactions in accordance with section 2 d).

#### 14. Choice of law and place of jurisdiction

- a) The contractual relationship between the CL and the BU shall be governed exclusively by German law. This also applies to the entire legal relationship.
- b) Insofar as German law is not applied to BU's liability in the event of legal action by CL against BU abroad, German law shall apply exclusively with regard to the legal consequences, in particular with regard to the type, scope and amount of claims by CL.
- c) BU may only be sued at its registered office.
- d) The place of residence/business of BU shall be decisive for BU's legal action against BU. For legal action against BU, which are merchants, legal entities under public or private law or persons or companies having their place of residence/business or habitual abode abroad, or whose place of residence/business or habitual abode is not known at the time the action is brought, the place of jurisdiction shall be BU's place of business.
- e) The above provisions do not apply
  - if and to the extent that provisions of international agreements which cannot be contractually excluded and which are applicable to the contract between the CL and BU result otherwise in favour of the CL, or
  - if and to the extent that non-derogable provisions applicable to the contract in the member state of the EU to which BU belongs are more favourable to BU than the following provisions or the corresponding German provisions.

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#### Reiseveranstalter ist

Welter - Tours OHG / Road Crew Nightliner / Ruth Welter, Mario Welter, Janine Welter - Peters  
Max-Planck-Str. 10 in 47638 Straelen / Telefon: 02834 - 1411 oder 1818 / Telefax: 02834 - 8683 / e-Mail: [info@welter-tours.de](mailto:info@welter-tours.de)  
Registereintrag: HRA 1509, Amtsgericht Kleve, NRW / USt-Id: DE 304352698 / Stand der Fassung: Oktober 2020