

General terms and conditions for transport with rental buses

1. Conclusion of contract

Our offers are subject to change and without obligation. The contract is concluded after acceptance of the offer and our confirmation. The acceptance of the offer through the client shall be done in writing. The type of confirmation is subject to the company.

2. Content of Services

For the scope of the contractual services the confirmation (Clause 1) through Pivotti is exclusively authoritative. For services delivered by other providers we solely act as mediators.

3. Service changes

- Changes through Pivotti, a third party or force majeure. Any variations of individual travel services from the confirmation that occur after conclusion of the contract are allowed when the reasons for the service change are not caused against utmost good faith.
- Any claims concerning service exceedance and changes (e.g. service time or routing) on demand of the customer during service delivery are only possible if the extension/ variation does not violate law regulations and operational conditions. It is the responsibility of the driver to individually decide in each case. Any ordered changes have to be stated on the driving commissioning agreement and signed by the client.

4. Prices

- Price offers are based on details provided by the customer. The services determined after delivery are authoritative for the calculation. Price calculations are based on time, size and equipment of the coach, the overall amount of kilometres including any unforeseeable detours or additional trips to pick-up or drop-off passengers. Any additional costs such as parking fees, access fees, tolls and ferry costs are not part of the contracted price. Telephone calls, travel guidance and mediation have to be paid separately by the customer. In case of defilement or damages of vehicle through passengers the client is liable for cleaning and repair.
- The prices agreed on during contract conclusion are valid.
- Should the agreed on services be exceeded, e.g. due to changes according to Clause 3 b, the surcharge has to be paid by the client.

5. Payment conditions

100% and 10 days prior to tour start.

In case of delayed payment 7, 50 Euro will be charged per reminder. Furthermore, an additional 5% will be charged as interests for delay.

6. Rescission and cancellation through client

- If the customer cancels the contract before the service starts he will not be released from the liability to pay the agreed amount. Pivotti's saved expenses are tax deductible. Instead of the agreed remuneration, Pivotti can charge the client a certain amount, depending on the date of cancellation. In this case the following costs will incur for the client:
 - non-utilization up to 22 days before departure: 10%,
 - non-utilization up to 21 -7 days before departure: 25%,
 - non-utilization from the 6th day before departure: 40%,
 - in terms of less than 48 hours before departure 100% of the agreed remuneration.
- The client is entitled to cancel the contract after services start, if any exceptional circumstances occur during service delivery that lead to the impossibility of service delivery. In the case that the client cancels the contract, Pivotti can demand a still to be provided service. In terms of the responsibility of the company to return the client, Clause 7 b is authoritative.
- The enforcement of any additional damage that occurred for the company is not ruled out. This includes e.g. any cancellation fees for ship passages or hotel services.

7. Rescission and cancellation through Pivotti

Pivotti may cancel the contract before or after service starts in the following cases:

- Given that extraordinary circumstances occur, which makes transportation and service delivery impossible for Pivotti.
- In case of contract cancellation after start of service delivery, Pivotti is obliged to return passengers, unless the reasons that led to the cancellation make the return transport of passengers impossible for Pivotti. Expenses that in this case did not incur for Pivotti due to the cancellation of service can be claimed by the client. Additional costs are charged to the client. This is valid if changes in service are necessary due to the mentioned reasons.

8. Behaviour of passengers

- During the use of the vehicles, passengers have to behave in such way, that safety and regularity of operation as well as the passengers' own safety is ensured. Furthermore should any inconsiderable behaviour with regard to other passengers be avoided.
- Passengers are particularly forbidden to speak with the driver while the vehicle is in motion, to open the doors during travel, to throw objects out of the vehicle or to allow them to lap over so that the usability of exits and entries is affected. Furthermore they are only entitled to smoke and use sound reproducing apparatuses and sound radio receivers in especially marked vehicles.
- In the case of damage and contamination of vehicles costs are levied, the amount charged is calculated depending on the actual expenses. The minimum amount charged is € 150. Further claims, such as cancellation fees remain untouched in case the vehicle was not in use.

Complaints are not addressed to the driver but to the entrepreneur.

9. Behaviour during transportation

Passengers are requested to comply with the instructions of the crew. Passengers who oppose the instructions are liable for any resulting costs and can be excluded from transportation. You are not entitled to a refund of the fare. Passengers standing in a vehicle should hold on to handles or hand-rails when the vehicle is in motion to avoid any self- damage to damage to others. The responsibility for damages caused by ignoring these safety regulations lies with the passenger. Moreover, the provisions of BO Kraft are liable.

10. Persons excluded from transportation

- Persons who represent a danger to the security or order of the operations or passengers are excluded from transport. If these conditions are met, particularly excluded are: persons who are under the influence of intoxicating liquors or other intoxicating substances, people with disgusting or infectious diseases, people with loaded firearms (unless they are authorized to carry firearms) and non-school-age children before the age of 6, unless they are accompanied by a person older than six years throughout the journey. Regulation of paragraph a) shall remain unaffected.

11. Execution

We are determined to provide the ordered coaches on time and to comply with the set itinerary as much as possible, however it cannot be guaranteed. The driver has to comply with the legal requirements such as road traffic and road traffic regulations, BO Kraft and work force requirements. The client may therefore give no instructions to the driver, which do not assure compliance with these regulations. The duty of transport only exists if the transport conditions are met, if the transport is possible and not prevented by certain conditions for which Pivotti is not liable. Deviations from routes, malfunctions, interruptions of operation of

any kind for which Pivotti is not liable, are no obligation to pay compensation to the passenger. If a contract cannot be met for reasons of force majeure we seek a suitable replacement or a favourable return of the passengers. Further claims are excluded.

12. Liability of Pivotti

Pivotti is liable within the diligence of a proper manager for the correct fulfilment of confirmed services (Clause 2). In case of transport with coaches from our fleet Pivotti's liability for damage is excluded if the damage exceeds € 500. Pivotti is not liable for damages caused by culpable behaviour of the client or his passengers and during luggage loading.

13. Limitation of liability

- a) The liability of Coach Company for the client is limited to the agreed amount in Clause 4.
 - 1) in the case that an injury of a passenger was not caused deliberately or grossly, or
 - 2) in the case that Pivotti is liable for a damage that occurred to a passenger only due to the service provider's fault. Any compensational claims for damages are excluded, if the damage for the client only occurred due to ordinary negligence or through the unauthorised transactions of a service provider during the fulfilment of the contract. §8 a paragraph 2, phrase 1 StVG remains unaffected.
- b) The liability of Pivotti is limited or excluded in the case that legal and statutory provisions have to be applied to the services of a service provider, whose liability is also excluded or limited.
- c) Pivotti is not liable for any default in connection with services provided by a third party and for which Pivotti only served as an intermediary contact.

14. Exclusion of Claims and Statute of Limitations

Claims for non-performance or non-contractual provision of services of the client are to be asserted against Pivotti no later than one month after the contractually envisaged completion of the service. After the deadline, the customer can only assert claims if he has been prevented from observing the deadline without being at fault. All claims derived from the contract shall become statute-barred in six months, other claims two years after the end of the journey.

In the case that Pivotti audits the claims and complaints of the customer, the limitation period is suspended from that date until the company provides the client with the results of his examination and his decision with regard to his claims.

15. Passport-, visa-, customs-, currency- and health regulations

The passenger is responsible for the knowledge and observance of passport-, visa-, customs-, currency- and health regulations. Any disadvantages arising from the failure to follow these rules are at the passengers' expense, even if those rules were changed after the contract had been concluded.

16. Luggage and other objects

- a) There is no entitlement to transportation of objects. Hand luggage and other objects can be transported only if the safety of the operation is not jeopardised and passengers are not disturbed.
- b) Hazardous substances and dangerous objects are excluded from transportation.
- c) Luggage has to be accommodated and overseen so that other passengers are not bothered and safety of operation is not endangered.
- d) Drivers and personnel decide individually in each case, if objects are permitted to be transported.

17. Transport of animals

- a) In terms of the transport of animals, paragraph 16 a), c) and d) shall be applied.
- b) Dogs are transported only under the supervision of a person suitable for this purpose. Dogs, which can put other passengers in danger, are obliged to wear a muzzle.
- c) Guide dogs accompanying a blind person are always accepted for transportation.
- d) Animals must not be placed on seats.
- e) For the observance of the legal rules especially in the border-crossing traffic, the passenger is responsible who is accompanied by the animal.

18. Other

By ordering this service, terms and conditions are accepted. Deviations shall only be done in writing. The place of jurisdiction for all disputes arising out of the contract of transportation is determined by the location of the company.

19. Legal invalidity of one or more provisions

The legal invalidity of one or more provisions of the contract does not result in the legal invalidity of the entire contract.

20. Place of jurisdiction

The place of jurisdiction is Berlin, as agreed by both parties.