

General Terms and Conditions of Business (GTCs) as of 01/07/2018

Wolfsburg Wirtschaft und Marketing GmbH (WMG) as Tour Operator

The following travel conditions apply to all-inclusive travel contracts, to which the regulations of Sec. 651a et seqq. BGB (German Legal Code) on travel contracts directly apply. These provisions are, if effectively agreed to, considered part of the all-inclusive travel contract which shall come into force between the travel and tour operator. They are considered supplementary and complementary to the legal regulations of Sections 651 a to y BGB and Articles 250 and 252 EGBGB (Introductory Act to the German Civil Code).

1. Conclusion of the travel contract

a) With his booking inquiry, the client offers to conclude a travel contract with WMG. The travel contract should be concluded in writing or text form. All arrangements, ancillary agreements, and special requests should be included. Upon concluding the contract or directly thereafter, the customer shall be provided with a travel confirmation conforming to legal specifications on a permanent data storage media, unless the client has a claim to travel confirmation in paper format in accordance with Art. 250 Sec. 6 para. 1 clause 2 EGBGB because the contract was concluded while both parties were physically present or outside of the business premises.

b) The client is bound to the travel registration for two weeks. The trip will be confirmed by WMG within this time period. Last minute bookings made two weeks before the start of the trip or less shall be confirmed immediately, thereby concluding the contract, or the client shall be permitted to begin the trip, concluding the contract.

c) WMG only accepts binding reservations by telephone, of which the client must be expressly informed, which are followed by the travel contract as a written travel registration which the client must sign and return to WMG promptly. If the client does not return the signed travel registration back within a term of 7 days after receiving it, WMG may withdraw from the reservation if the client once again neglects to sign and return the travel registration to it after a request to do so. Claims for damages due to a failure to comply with the reservation agreement shall remain unaffected. The information stated under clause 1.c) applies accordingly to bookings made over the internet.

d) If the travel confirmation deviates from the client's travel registration, the travel confirmation shall be considered a new contractual application to which WMG shall be bound for 10 days and which the client may accept within this time period. The contract shall come into being based on the new offer if WMG is informed of the change with respect to the new offer and has fulfilled its pre-contractual informational obligations, and the client declares its acceptance to WMG within the binding period through express declaration or by making an advance payment. Prompt return of the signed travel application is the recommended method of acceptance.

e) WMG is only considered a travel procurer for external services clearly and expressly designated as "procured" in the brochure, travel documents, and other declarations for which the service provider is named. In the case of such travel procurement services, any contractual liability for property damage or pecuniary losses on the part of the procurer is excluded, except in cases of intentional action or gross negligence, or unless cardinal duties from the travel procurement agreement are affected, there is a reasonable opportunity to conclude insurance, or assured properties are not provided. In this respect, WMG shall generally be liable only for procurement, and not for the procured services themselves (cf. Sections 675, 631 BGB). The provisions of clause 1 apply accordingly to the concluded contract.

f) The client shall be informed that there is no right of revocation for all-inclusive travel contracts concluded remotely after they are concluded for any of the booking types indicated above under the legal regulations of Sec. 312 g para. 2 clause 1 no. 9 BGB. Withdrawal from the contract in accordance with Sec. 651 h BGB, in contrast, is possible at any time.

2. Payment

a) All payments (advance payments or remaining payments) on the travel price before the end of the client's trip must only be paid if there is an effective contract guaranteeing client funds and the client has been provided with the security certificate with the name and contact information of the party guaranteeing client funds being clear, understandable, and highlighted.

b) After concluding the travel contract, an advance payment of 20 % of the travel price must be paid in return for the security certificate.

c) The remainder of the total price must be paid at least 4 weeks before the arrival date by transfer to the account of

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Gifhorn-Wolfsburg

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in return for provision of travel documents and the security certificate, unless otherwise agreed.

d) If the contract is concluded within four weeks before the start of the trip, the client will be obligated to immediately pay the entire trip price.

e) If the registration is completed a week before the arrival date (last minute booking), the client must pay the trip price immediately via transfer in return for travel documents. Payment of the trip price must be booked to the WMG account at the latest one day before the trip begins. Special arrangements, such as payment on site on the arrival date, can be made following prior agreement. If a last minute booking is made, travel documents may also be provided directly on site if agreed.

f) If the client does not make the advance payment and/or remaining payment according to the agreed payment details, although WMG is ready and able to properly provide the contractual services, has fulfilled its legal informational obligations, and the client has no legal or contractual right of retention, this will entitle WMG to withdraw from the travel contract after sending a warning and providing a grace period, and to charge the client a withdrawal fee.

3. Services

a) WMG expressly reserves the right to declare a concrete change to the information in its brochures, catalogs, and pricing information for objectively justified, significant, and non-foreseeable reasons before concluding a contract, regarding which the client will of course be informed before making a booking.

b) Contractual services are based on the service specification applicable at the time the contract is concluded (brochure/catalog/individual offers) and other agreements, in particular according to the travel registration and confirmation.

c) Additional assurances, ancillary agreements, special agreements, or agreed special requests for the clients should be included in the travel registration and in particular in the travel confirmation.

4. Prices

a) Prices are indicated in the service specifications (brochure/catalog/individual offers) and apply per person unless otherwise indicated.

b) Prices assume travelers will handle their own arrival and departure, e.g. by train or passenger car/bus. Transfer costs before and during the traveler's stay are not included in the offers unless otherwise indicated.

5. Changes in services

a) Changes and deviations in significant characteristics of travel services from the agreed content of the travel contract necessary after it is concluded and not caused by WMG in bad faith are only allowed if the changes or deviations are not significant and do not impact the overall arrangement of the booked trip.

b) WMG must declare any permitted change to a significant travel service to the client promptly after it becomes aware of the reason for the change on a permanent data storage media in a clear, understandable, and highlighted manner.

c) If there is a major change to a significant travel service or a deviation from specific specifications, the client can either accept the change or withdraw from the contract without charge within a reasonable time period, or instead request to participate in another trip of at least the same value if WMG is able to offer such a trip without additional price to the customer from its range of services. The client may choose to react to the notification or not. If the client does not react to WMG, or does not react within the legal time period, the notified change will be considered accepted. The client must be informed of this in conjunction with the change notification in a clear, understandable, and emphasized manner.

d) If there is a permitted change, the other rights (in particular reduction and claims for damages) shall remain unaffected if the changed services are affected by defects. According to Sec. 651 m para. 2 BGB, WMG must reimburse the client for any amount of difference if a modified trip or replacement trip was completed and it resulted in lower costs with equivalent characteristics.

6. Withdrawal by the client

a) The client can withdraw from the travel contract at any time before the trip begins. If the client withdraws before the trip begins, WMG shall be entitled to an appropriate fee for travel preparations made and expenses if WMG is not responsible for the withdrawal, or if there are extraordinary circumstances at the destination or in its direct vicinity that would significantly impact the completion of the trip or carrying persons to the destination. The amount of fees will be determined based on the price of the trip minus the value of costs saved by WMG, minus funds recouped by WMG through otherwise selling the travel services. These flat rates shall be determined based on the time between the declaration of withdrawal and the start of the trip, and the expected saved expenses and expected earnings through otherwise selling the travel services. The fees shall be calculated based on the time the withdrawal declaration is received, in a percentage-based ratio to the travel price:

If withdrawal is declared

by 30 days before the trip begins	5 % of the total trip price (min. 20 €)
between 29 and 22 days before the trip begins	15 % of the total trip price
between 21 and 15 days before the trip begins	35 % of the total trip price
between 14 and 8 days before the trip begins	60 % of the total trip price
from 7 days to the arrival date	80 % of the total trip price

b) The decisive factor in determining if the deadlines have expired is receipt of the withdrawal declaration by WMG.

It is recommended that the client submit their withdrawal declaration on a permanent data storage media.

c) The client is expressly allowed to prove that there was no claim to damages or that damages were significantly lower than the flat rates.

d) WMG reserves the right to require a higher, individually calculated fee in place of the above flat rates if WMG shows that it has incurred significantly higher expenses than the applicable flat rates. In this case, WMG is obligated to specifically calculate and provide justification for the requested damages in consideration of expenses saved as well as minus funds it recoups through otherwise selling the travel services. Following a withdrawal, WMG is obligated to reimburse the travel price promptly and in any case within 14 days after the withdrawal declaration is received. Sec. 651 e BGB shall remain unaffected by the above provisions.

7. Changes on request by the client

If the client requests changes or rebooking, WMG may request a processing fee of 20 EUR if it completes the requested rebooking. The client is allowed to prove that no or significantly lower expenses were incurred. Rebooking is free of charge if necessary because WMG has provided the client no, insufficient, or incorrect information prior to the contract according to Art. 250 Sec. 3 EGBGB.

8. Replacement travelers

a) The client can submit a request to WMG that a third party enter into its rights and obligations under the contract until the trip begins. WMG may only deny such a request if the third party does not fulfill the specific trip requirements, or if there are legal regulations or official orders that would prevent it from participating.

b) The client and third party shall be liable towards WMG as joint and several debtors for the travel price and additional costs incurred due to the participation of the third party, typically a flat rate of 20 EUR. The client is allowed to prove that no or significantly lower expenses were incurred.

9. Travel cancellation / insurance

If the trip is canceled due to a circumstance within the client's sphere of influence (such as illness), WMG shall attempt to obtain reimbursement for expenses saved from the service providers and revenues generated from the sale of services not taken advantage of. This does not apply if entirely insignificant services are affected, or if there are legal or official regulations that would prevent reimbursement.

The traveler is recommended to conclude trip withdrawal insurance, if applicable including travel cancellation costs and travel health insurance including costs for return transport and travel luggage insurance. You can conclude trip withdrawal insurance with any insurance company up to 21 days after the booking. Such insurance is offered, for instance, by: Europäische Reiseversicherung AG, Rosenheimer Straße 116, 81669 Munich

10. Disruption by the client/traveler

WMG can terminate the travel contract without notice if the client causes a significant further disruption despite a warning, or if it behaves in a manner violating the contract so as to make its further participation unreasonable for WMG and/or the trip participants and if canceling the contract is justified. This also applies if the client does not comply with objectively justifiable instructions. In such cases, WMG shall continue to be entitled to the trip price unless it does not obtain saved expenses and advantages from otherwise selling the travel service(s), including amounts reimbursed to it by the service providers. Other claims for damages shall remain unaffected.

11. Guarantee and redress

a) If the trip is not provided free from travel defects, the client can demand redress. If WMG could not provide redress due to culpable failure to provide notification of defects, the client may not assert either claims for a reduction under Sec. 651 m BGB nor claims for damages under Sec. 651 n BGB. If the travel services do not conform to the contract, the client must notify WMG of the defects to take advantage of its further claims. It may request redress if this does not require an unreasonable expense. Redress will consist of correcting the travel defect or providing equivalent replacement services.

b) If the trip is significantly impacted by a defect, the client may set WMG an appropriate deadline for providing redress. If this deadline passes without success, the client may terminate the travel contract. Setting a deadline is unnecessary if redress is impossible, is denied, or if immediate termination is justified due to a specific interest of the client. This applies accordingly if it would be unreasonable for the client to take the trip for just cause which is apparent to WMG.

c) WMG hereby refers to its assistance obligation under Sec. 651 q BGB, according to which the client must be granted assistance promptly in the case of Sec. 651 k para. 4 BGB or for other reasons, in particular through

aa) providing suitable information about health services, local agencies, and consular support

bb) support in creating remote communication connections and

cc) support in searching for other trip options. Sec. 651 k para. 3 BGB shall remain unaffected.

12. Duty of collaboration

The client is obligated to take reasonable steps to keep any damages low. The client must inform WMG if it does not receive necessary travel documents within the time period notified by WMG.

13. Limitation of liability

a) WMG's contractual liability for damages that are not physical damages is limited to three times the travel price for each traveler and trip, insofar as client damages were not caused intentionally or through gross negligence. Any further claims under international conventions or legal regulations based on such conventions shall be unaffected by the restriction.

b) WMG shall not be liable for service disruptions, personal injury and material damages associated with external services that are only procured if these services have been clearly designated as such in the trip description and trip confirmation, including the identity and address of the procured contractual partner as external services such that they are clearly not part of the WMG trip and were selected separately. Sections 651b, 651c, 651w and 651y BGB shall remain unaffected. However, WMG shall be liable if and insofar as a violation by WMG of notification, clarification, or organizational obligations caused the client's damages.

14. Assertion of claims and limitation, consumer dispute resolution

a) The client must assert claims under Sec. 651 i para. 3 no. 2 to 7 BGB against WMG. These may also be asserted through the travel broker if the trip was booked through said travel broker. It is recommended that claims be asserted on a permanent data storage media.

b) Claims shall expire after two years according to Sec. 651 j BGB. The limitation period shall begin on the day on which the trip should end according to the contract.

c) With respect to the law on consumer dispute resolution, WMG hereby states that it will not take part in voluntary consumer dispute resolution. If consumer dispute resolution would be mandatory for the trip operator after these trip conditions are printed, WMG shall inform the client of this in a suitable manner. WMG hereby refers to the European online dispute resolution platform <http://ec.europa.eu/consumers/odr/> for all trip contacts concluded via electronic means.

15. Choice of law and jurisdiction

Only German law applies to the entire legal and contractual relationship between WMG and the client, if the client does not have its residence or place of business in Germany, with the condition that if the traveler resides abroad under Art. 6 para. 2 of the Rome I ordinance, they will also be protected by the law that would have been applied without this clause.

The client may bring complaints against WMG at its headquarters.

16. Invalidity of individual provisions

If individual provisions are invalid, this shall not cause the remainder of the travel contract to be invalid.

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