

**Dear English-speaking customers,**

**The following translation of our terms of business for the mediation of travel arrangements is provided as a service to our foreign customers in order to help them understand the terms of our contract and its legal grounds in the case of booking. Please note however that this translation is for service purposes only and that only the German version is the binding official text.**

## **Terms of business for the mediation of travel arrangements**

Dear customer,

the following terms and conditions constitute, as far as applicable, the travel contract between the customer and Düsseldorf Marketing & Tourismus GmbH – in the following called ‘DMT’ – as travel organizer. They complement the legal provisions applicable to the mediation contract for travel arrangements.

### **1. Conclusion of contract, applicable law**

1.1 The conclusion of the contract does not require a definite form. By passing the order for mediation of travel arrangements, the customer concludes a contract for the mediation of travel arrangements with DMT.

1.2 In the case of an electronic transmission (Email, Internet) of the order, DMT sends the customer electronic confirmation of receipt by return. This confirmation of receipt does not yet constitute a confirmation of acceptance of the mediation contract.

1.3. The mutual rights and liabilities of the customer and DMT result from the contractual agreements made in each individual case (in particular concerning type and extent of the mediation contract), the present terms of mediation and the legal provisions as per §§ 675, 631 ff. BGB relative to non-gratuitous mediation.

1.4. The rights and liabilities of the customer towards the contractual partner of the service mediated are exclusively subject to the agreements made with the latter, in particular the latter's terms of travel or business, in as far as they have been effectively agreed on.

### **2. Information, advice**

Regarding information and advice given, DMT is liable within the scope of the law and the contractual agreements for the right selection of the source of information and the correct transmission on information to the customer. As per § 676 BGB, DMT is not liable for the correctness of information given, unless a separate information contract has been concluded.

### **3. Liability of DMT regarding entry regulations**

3.1. DMT informs the customer about entry and visa regulations in as far as the customer has expressly charged DMT to do this.

3.2. Otherwise, a corresponding duty of clarification and information exists only if circumstances known to or recognizable by DMT make an explicit indication necessary and the respective information (in particular concerning package tours) is not already contained in a travel brochure provided to the customer.

3.3. In the case of a duty to supply information as based on the above regulations, DMT may assume - unless otherwise informed or in possession of knowledge to the contrary - that the

customer and his co-travellers are German nationals and that there are no particular features to be observed (e.g. double nationality, statelessness).

3.4. Unless specially and explicitly agreed upon, DMT is not obliged to procure visas or other documents required for the execution of the tour.

#### **4. Reimbursement of expenses, remunerations, collection, payments**

4.1. DMT has the right to demand down-payments according to the conditions of travel and payment of the companies for which they act as agents, in as far as they have been effectively agreed on and contain legally effective conditions for down-payments. Taking into account the legal provisions, in particular § 651 k BGB, DMT may request further down-payments if a respective explicit agreement has been made.

4.2. In as far as this corresponds legally to the specifications provided by the travel organisation to DMT as its agent, in particular the agency contract concluded between the travel organisation and DMT, DMT has the right, but not the obligation, to advance the price of the mediated service fully or partly for the customer. In the case of package tours, precondition is that this is done against delivery of a valid warranty voucher as per § 651k BGB.

4.3. The regulation as per item 4.2 also applies to claims for cancellation fees (compensation for cancellation) and other claims that are legally or contractually founded, by the travel organisation for whom DMT acts as agent.

4.4. DMT has the right to demand refund of their expenses incurred for mediation, in as far as this has been agreed on or they deemed them necessary under the circumstances.

4.5. The claim by DMT to a refund of expenses also includes payments to the travel organisation, for which they act as agency, for the tour price or other payments to the extent that they have been made according to the above regulations as per item 4.2. and 4.3.

4.6 The customer has no right to withhold or charge up amounts payable to DMT for the refund of expenses against claims towards the travel organisation for which DMT acts as agent, in particular as a result of faulty fulfilment of the mediated contract, unless they arise from DMT having culpably breached the contract or DMT is for other reasons liable for payment of the counterclaims to the customer.

#### **5. Liability of DMT**

5.1. Unless DMT has by explicit agreement with the customer assumed a relevant contractual liability, they are not responsible for the customer and the travel organisations for which they act as agent arriving at contracts that meet the booking requirements of the customer.

5.2. DMT itself is not liable for faulty service provision or damages to persons or property of the customer in connection with the mediated travel arrangement, unless there has been an explicit agreement or promise on its part. If several major tourist arrangements have been mediated (as per the legal definition of 'package tour') this does not apply to the extent that DMT appears to assume responsibility for providing the relevant travel services on its own.

5.3. Possible liabilities of DMT itself for culpably violating its duties as agent will remain unaffected by the above regulations.

5.4. DMT's liability is limited to intent and gross negligence, in as far as a possible breach of duty by DMT does not concern DMT's contractual main liability or claims by the customer resulting from bodily harm.

#### **6. Terms of exclusion for claims by the customer towards DMT**

6.1. Claims because of faulty performance of advisory and/or mediating services must be made by the customer within one month. We expressly recommend to do this in writing. The time limit begins with the end of the mediated travel service as provided by the contract (the last one if there are several services following each other), but not earlier than at that point in

time where the customer is made aware of the circumstances on which his claims against DMT are founded.

The term of exclusion is not kept by putting a claim to the travel organisation which has to provide or has provided the mediated travel service. Claims by the customer are not excluded if they were omitted by no fault of his own.

### **Limitation period of claim**

7.1. Claims by the customer against DMT, irrespective of the legal reason - but with the exception of claims by the customer for illegal action - are limited to one year. The limitation period begins with the end of the year in which the claim has arisen and the customer has become aware of the circumstances on which his claim against DMT is founded and of DMT as adverse party itself, or in which he should become aware without gross negligence.

7.2. If negotiations are pending between the customer and DMT regarding claims that have been made or the circumstances on which these are founded, the limitation period is suspended until the customer or DMT refuse to carry on negotiations. The limitation period of one year occurs at the earliest 3 months after the end of this suspension.

### **8. Choice of law, court of jurisdiction**

8.1 German law only applies to the whole legal and contractual interaction between the customer and DMT. The customer may take legal action against DMT at the latter's place of business only.

8.2 For legal action by DMT against the customer, the customer's place of residence is relevant. For legal action against customers who are tradesmen, corporate bodies of public or private law, who have their permanent residence or usual domicile abroad or whose permanent residence or usual domicile is not known at the time of bringing an action, it is agreed that the place of jurisdiction will be the place of business of DMT.

8.3. The above terms do not apply

- a) if and in as far as by the terms of international agreements that are inalterable by contract and which must be applied to the travel contract between the customer and DMT, other conditions arise in favour of the customer or
- b) if and in as far as unalterable conditions in the member state of the EU of which the customer is a citizen, which must be applied to the travel contract, are more favourable to the customer than the above terms or the corresponding German terms.