

# General Terms and Conditions of E.L.S Hamburg Limousine Service e. K.

Süntelstrasse 40 , 22457 Hamburg/Germany

## § 1 Scope and Conditions

1) All services and offers by E.L.S Hamburg Limousine Service e.K., hereinafter briefly referred to as E.L.S Limousines Service, shall be exclusively based on these General Terms and Conditions. Thus, such Terms and Conditions also apply to all future business relations, even if not expressly agreed to again. At the latest, these Terms and Conditions shall be deemed accepted at the time such services are utilized. Counterconfirmations by the contracting party with reference to the latter's own general terms and conditions and purchase terms are hereby opposed.

Deviations from these General Terms and Conditions shall be effective only if confirmed in writing by E.L.S Hamburg Limousine Service.

## §2 Offer and Contracting

1) Offers made by E.L.S Hamburg Limousine Service are subject to confirmation and without obligation. Declarations of acceptance and all bookings must be confirmed in writing by E.L.S Hamburg Limousine Service to be legally effective. The same applies to amendments, modifications or subsidiary agreements.

2) Employees of E.L.S Hamburg Limousine Service are not authorized to make verbal subsidiary agreements or verbal promises that exceed the content of the written agreement.

## § 3 Prices of E.L.S Hamburg Limousine Service

1) Unless otherwise stipulated overleaf, the respective current price list of E.L.S Hamburg Limousine Service shall apply as matter of principle.

2) Unless otherwise agreed, the prices shall be exclusive of any ancillary expenses incurred within the scope of the agreement. In particular, this includes parking fees, road charges, as well as any advanced expenses ordered by the Client or by transported persons within the scope of the service.

3) Unless otherwise noted, E.L.S Hamburg Limousine Service shall be bound by the prices in its offers for seven days as of the offer date. The prices listed by E.L.S Hamburg Limousine Service in the booking confirmation plus the statutory sales tax shall be applicable. Additional services will be charged separately.

4) Unless otherwise stipulated, the prices shall be exclusive of a flat drive-up and drive-off fee, which is essentially charged on a time and material basis. At least 30 additional minutes each for approach and departure of the car will be added to the agreed time rate.

## § 4 Cancellations, Cancellations of Partial Services

1) The Client may at any time cancel bookings or utilize only partial services. In that case, E.L.S Hamburg Limousine Service will charge flat cancellation fees in the amount of:

### **For Sedans, Limousines and Mini Vans with up to 8 guest seats:**

no cancellation fee up to 11 days before the beginning of the contractual period  
25 % of the agreed price between 6 up to 7 days before the beginning of the contractual period  
50% of the agreed price between 3 up to 5 days before the beginning of the contractual period  
75% of the agreed price on cancelations within 48 hours  
100% of the agreed price on cancelations within 24 hrs, or if vehicle and chauffeur are already on location

### **For Mini Busses, VIP Busses and Motorcoaches with more than 8 guest seats:**

10% cancellation fee up to 30 days before the beginning of the contractual period  
25 % of the agreed price between 29 days up to 11 days before the beginning of the contractual period

50% of the agreed price between 10 days up to 2 days before the beginning of the contractual period  
75% of the agreed price on cancellations within 48 hours  
100% of the agreed price on cancellations within 24 hrs, or if vehicle and chauffeur are already on location

Relevant for the time of the cancellation shall be the time the cancellation is received by E.L.S Hamburg Limousine Service. Cancellations are basically accepted from Monday through Sunday between 8 A.M. and 6 P.M. If received after 6 P.M., the following day shall be deemed the cancellation date.

2) The Client is at liberty to prove that E.L.S Hamburg Limousine Service suffered no damages at all or only to a significantly lower extent.

#### **§ 5 Time of Service, Partial Services, Change of Services**

1) The time of service depends on the framework conditions of the booking and E.L.S Hamburg Limousine Service shall be solely responsible for its coordination.

2) E.L.S Hamburg Limousine Service shall have the right to render partial services.

3) If, after the beginning of the contractual period, it turns out that the requested or contractually agreed service materially differs from the existing agreements, E.L.S Hamburg Limousine Service shall be entitled to make price adjustment based on the valid price list. This may also take place retroactively upon proof of hours worked.

#### **§ 6 Payments**

1) E.L.S Hamburg Limousine Service accepts all common credit cards (American Express, Master, Visa, Diners). Cash payment in advance or directly in the car are also possible, an invoice will be sent by mail to the client upon request. Payments are usually made after the issue of an invoice which is sent to the client's invoice address which has been stated before the conclusion of the agreement.

2) Payments are due 2 weeks after receipt of invoice, unless otherwise agreed. Invoices are due net by bank transfer to one of the bank accounts specified on the invoice, or collect on delivery by collection-only check.

3) E.L.S Hamburg Limousine Service may request a deposit in the amount of up to 50 % of the expected sales volume before the beginning of the service.

4) E.L.S Hamburg Limousine Service shall be entitled to credit payments made by the contracting party against older debt first despite the latter's provisions to the contrary. If costs and interest have already accrued, E.L.S Hamburg Limousine Service shall have the right to apply such payments to costs first, then to interest, and ultimately to the main debt.

5) Payment shall not be considered effected until E.L.S Hamburg Limousine Service is able to dispose of the claimed amount.

6) If the contracting party defaults on its payments, E.L.S Hamburg Limousine Service shall be entitled to charge interest based on the interest rate levied by banks for current account credits as of the respective time.

7) In the event that the contracting party fails to fulfill its payment obligations, in particular, if it fails to pay a check or suspends its payments, or if E.L.S Hamburg Limousine Service becomes aware of other circumstances that call into question the contracting party's credit status, E.L.S Hamburg Limousine Service shall be entitled to call due the entire remainder of the debt. Moreover, in that case, E.L.S Hamburg Limousine Service shall be entitled to demand advance payments and securities.

8) Furthermore, in case of default, E.L.S Hamburg Limousine Service shall be entitled to withdraw from all agreements that have not yet been performed.

9) Even if the contracting party makes complaints or counterclaims, it shall only be entitled to offsetting, retention or reduction, if such counterclaims have been determined to be legally binding or are undisputed.

#### **§ 7 Limitation of Liability, Statute of Limitation**

1) Claims for damages due to impossibility of performance arising from positive breach of an obligation, from fault at contract conclusion, and from tortious acts against E.L.S Hamburg Limousine Service as well as against auxiliary persons and vicarious agents shall be excluded, except in cases of willfulness or gross negligence.

2) All claims to be considered for non-performance of our services in violation of the agreement must be

submitted to E.L.S Hamburg Limousine Service in writing within one calendar month after the conclusion of the agreement.

3) With respect to contractually agreed dates and appointments E.L.S Hamburg Limousine Service shall not be responsible for delay of performance resulting from force majeure and events that make it considerably more difficult or impossible for E.L.S Hamburg Limousine Service to render its services (including in particular strike, official orders, demonstrations, etc.), even if such delay happens to suppliers or subcontractors. It entitles E.L.S Hamburg Limousine Service to postpone such dates for the duration of the obstruction plus a reasonable start-up time, or to withdraw, in whole or in part, from those portions of the agreement that have not yet been fulfilled.

4) If E.L.S Hamburg Limousine Service is responsible for non-fulfillment of contractually agreed dates and appointments or is in delay, the contracting party shall be entitled to compensation for delayed performance up to the net invoice amount of the performance affected by the delay at most.

5) Liability for damages – excluding bodily harm – (e.g. financial losses from cancelled promotion or concert dates) shall be limited to an amount of €5,000.

6) Personal injuries are covered up to a maximum amount of €8,000,000 for each injured person by the third-party automobile insurance.

### **§ 8 Contracting Party's Obligation to Cooperate**

E.L.S Hamburg Limousine Service shall receive all documents, information and data required for the performance of the service project from the Client, to the extent that the contracting party is aware of such a requirement. The final and binding version of the documents, information and data must be submitted to E.L.S Hamburg Limousine Service within a reasonable time period. E.L.S Hamburg Limousine Service is under no obligation to examine the documents, information and data to be delivered for lack of defect.

### **§ 9 Secrecy**

1) E.L.S Hamburg Limousine Service agrees not to disclose any information declared to require secrecy to third parties during the duration and after completion of the contractual relationship, as long as and to the extent that such information has not become generally known in any other way, or if the Client waived confidential treatment in writing. The Client has a corresponding obligation toward E.L.S Hamburg Limousine Service.

2) The Client shall be solely responsible that the use of documents, information and data delivered to E.L.S Hamburg Limousine Service by the Client is lawful. E.L.S Hamburg Limousine Service is under no obligation to examine the legitimacy of the use. If a claim is filed by a third party against E.L.S Hamburg Limousine Service for injunctive relief or damages due to the use of such documents, information or data, the Client shall indemnify E.L.S Hamburg Limousine Service from all such claims.

### **§ 10 Warranty**

If a service is not rendered or as agreed upon, the Client may demand remedial action within an appropriate time period. E.L.S Hamburg Limousine Service shall be entitled to take remedial action by providing a substitute service of equal or greater value. However, E.L.S Hamburg Limousine Service may refuse remedial action, if such remedial action requires disproportionate expenditure.

### **§ 11 General Provisions**

1) These business and all legal relations between E.L.S Hamburg Limousine Service and the contracting party are subject to the laws of the Federal Republic of Germany.

2) Munich shall be the exclusive legal venue for all disputes arising directly or indirectly from the contractual relationship.

3) If one provision of these General Terms and Conditions or a provision within the scope of other agreements shall become invalid, the validity of the remaining provisions or agreements shall remain unaffected thereby. The contracting parties agree to replace an invalid provision with a provision that corresponds to its economic purpose.