



General Terms and Conditions of Business of FP Travel Service UG (haftungsbeschränkt) - (FPT)

SCOPE OF VALIDITY

All services and offers of FP Travel Service UG (haftungsbeschränkt) are provided on the basis of these general terms and conditions of business (GTCBs). These are an integral part of all contracts that FPT concludes with its contractual partners (hereinafter referred to as the "Client") with regard to the services offered by it. They also apply to all future services or offers to the Client, even if they have not been agreed separately.

The terms and conditions of business of the Client are not applicable, even if FPT does not oppose their validity separately in individual cases. Even if FPT refers to a letter containing the terms and conditions of business of the Client or points out such conditions, this does not constitute an approval of the validity of such conditions.

1. AWARDING OF THE ORDER

1.1 All offers by FPT are non-binding and subject to alteration, insofar as they are not expressly designated as binding or contain a specific period of acceptance.

1.2 With its booking order, the Client offers to conclude a binding contract with FPT on the basis of the offer. The declaration must be formalized in writing. With the declaration, the accuracy of the data indicated here is recognized automatically.

1.3 FPT will reconfirm the order in writing after booking all of the services.

1.4. The event price will be drawn up on the basis of the tariff provisions and price lists of the service provider which were available on the submission date of the offer. The price is subject to possible change between the date of the offer and the booking order.

1.5. If the offer is not confirmed within 14 days of receipt of the order or is not confirmed under the conditions in the receipt of the order, then the Client is not obligated to accept the offer of FPT. In this case, the Client must notify FPT to this effect in writing within 3 working days of receiving the confirmation. Otherwise, the contract with the conditions named by FPT is considered to have been concluded in a legally binding manner.

2. BILLING AND PAYMENT

2.1. Purely travel-related services, such as air and rail tickets, are payable immediately and within one week of receipt of the invoice to FPT.

2.2. Notwithstanding the conditions stated in 2.1, insofar as no other payment conditions are listed in the respective offer, the following regulations apply:

2.2.1. Method of payment:

a) 15% of the order amount must be paid to FPT within one week of the awarding of the order and the receipt of an advance payment invoice.

b) The remaining 85% of the order amount is invoiced 5 weeks before the start of the travel and must be paid within 1 week of receipt of the invoice.

2.2.2. The final invoice is sent after the end of the event. Any remaining amount is payable immediately and no later than 14 days after receipt of the final invoice.

2.3.3 Costs for special services outside of our offer (e.g. beverages, etc.) are charged net plus 10% agency fee plus value-added tax.

2.4. Advance payments which must be made to secure the booked services (hotel/room allocations, obtainment of air tickets, etc.) to third parties before the complete payment of the event price are invoiced by FPT as additional deposits.

3. MINIMUM NUMBER OF PARTICIPANTS

3.1. If the description of the travel (brochure/catalogue/website) and the travel confirmation expressly refers to a specific minimum number of participants, then FPT may, within the period for the notice of withdrawal (no later than two weeks before the start of the travel), withdraw from the contract by means of a written notice, in the event that the minimum number of participants is not reached.

3.2. The Client may demand the participation in another travel journey of at least equivalent value, if FPT is in the position to offer such travel from among its offers without additional cost to the Client.

3.3. The Client must exercise its right against FPT according to paragraph 4.3. immediately on receipt of the declaration from FPT.

3.4. If the Client does not make use of its right according to paragraph 4.3, then the amount paid by the Client must be reimbursed immediately.

4. WITHDRAWAL FROM THE CONTRACT

4.1. The Client may withdraw from the contract at any time before the start of the event. In the interest of the Client and for reasons of certainty of proof, the withdrawal must be declared to FPT in writing. If the Client withdraws from the contract, or if he does not turn up for the travel without withdrawing from the contract, then FPT is entitled to demand appropriate compensation for the expenses incurred by FPT. This also applies to the case that the Client makes only partial use of booked and confirmed services. In calculating the compensation, the usually saved expenses and the possible further use of the event services must be taken into consideration. The Client remains free to furnish proof that FPT has incurred no costs or lower costs than the costs reported in the lump sum in relation to the withdrawal from or non-take up of the event / travel.

4.2. In the case of simple hotel or flight or rail arrangements, the GTCBs of the service provider apply, which FPT announces to the Client with the booking.

4.3. If the Client withdraws up to 30 calendar days before the start of the event/travel, withdrawal costs amounting to 10% of the agreed order value plus value-added tax must be paid to FPT. For withdrawal between 29 and 20 days before the start of the event/travel, withdrawal costs amounting to 20% are incurred, for withdrawal between 19 and 10 days before the start of the event/travel, withdrawal costs amounting to 30% are incurred, and for withdrawal 9 days or less before the start of the event/travel, withdrawal costs amounting to 40% are incurred, all of which relate to the agreed order value plus value-added tax.

4.4. Payments to service providers in the sense of paragraph 2.4, which FPT has made from payments made by the Client, are reimbursed to the latter insofar as they are repaid to FPT by the service provider in question. FPT is not obligated to enter into legal proceedings against the service provider due to the reimbursement of payments in advance. These claims are assigned by FPT to the Client. The Client accepts the assignment.



4.5. In the event of the postponement of the date of the order by the Client up to 30 days before the start of the arrangement, 5% of the agreed order value is charged for rebooking costs, if the order is processed within the next 12 months. If the order must be postponed within the 30-day period, then the costs under 4.1 or 4.2. apply.

4.6. Withdrawal declarations or change notifications become effective on the date on which they are received by FPT. The date of receipt of mail by FPT is authoritative. Withdrawal, rebooking and handling charges are payable immediately, and no later than 14 days after receipt of the invoice.

4.7. For the protection of the Client, FPT recommends taking out travel curtailment costs insurance. Information about this will be provided by FPT on request.

5. WITHDRAWAL DUE TO FORCE MAJEURE

5.1. Hindrance, endangerment and impairment of a significant nature due to unforeseeable and extraordinary circumstances, e.g. war, domestic unrest, strikes, epidemics, sovereign arrangements (withdrawal of landing rights, border closures, etc.), natural disasters, accidents, destruction of accommodation or equivalent incidents give both parties the right of withdrawal.

5.2. In such cases, FPT may demand compensation for services provided or to be provided, which will be calculated according to § 346 or 651i BGB (German Civil Code).

5.3. In the event of cancellation, FPT is obligated to provide return transportation if the contract included transportation. In any case, however, FPT must take the necessary measures to execute the cancellation of the contract.

5.4. The additional costs of the return transportation, insofar as they are included in the contract, are borne by the Client.

6. GENERAL TERMS AND CONDITIONS OF BUSINESS FOR THE EXCLUSIVE ACCOMMODATION SERVICE

6.1. FPT is only an intermediary, and therefore not a partner, in the accommodation contract. The contracting party is the respective service provider (e.g. hotel, guesthouse, etc.). Therefore, the terms and conditions of business of the accommodation company are applicable.

FPT performs its intermediation services in the name of and for the account of the service provider in question, and is therefore not an organizer in the sense of § 651a, Para. 1 of the German Civil Code.

6.2. The Client is obligated to publish a list of names and the provisional arrival time of the guests booked by him, no later than 4 weeks prior to arrival.

6.3. Credit-card data: Room reservations may only be made in conjunction with the disclosure of a valid credit-card number including its expiration date and the name of the cardholder. The credit-card data is forwarded to the booked accommodation company as a booking guarantee.

7. SPECIALFEES, BOOKING CONDITIONS, CANCELLATION CONDITIONS AND PAYMENT CONDITIONS:

Notwithstanding these GTCBs, insofar as other agreements have not been made in individual cases, the following fees, booking conditions, cancellation conditions and payment conditions apply to bookings of the listed services:

7.1. Flight: In addition to the published flight prices, fees and taxes, FPT calculates the following service fees:

Flight tickets within Germany: €30.00 per person per ticket

Flight tickets, international: €45.00 per person per ticket

Connecting flights abroad: €15.00 per person per stopover

Low-cost carriers: €35.00 per person per ticket

Rebookings: €35.00 per person per change (plus the prescribed fees according to the tariff)

Refunds: €25.00 per person per change (plus the prescribed fees according to the tariff)

Paper ticket surcharge: €23.00 per person per ticket

The above prices are understood to be exclusive of the statutory value-added tax.

In addition, the fees and tariff provisions of the airlines applicable to the booked tariff also apply. FPT will indicate or provide a written record of those on request.

7.2. Rail: With the exception of rail & bed tickets, the conditions of which can be seen in the respective offer, the tariff provisions of the rail companies involved are applicable. FPT will make these available on request according to the booked tariff. For consulting activities, FPT charges an additional service fee of €12.00 plus the statutory value-added tax. Changes and cancellations are charged with a processing fee of €15.00 plus the statutory value-added tax per ticket per change. In addition, the fees and tariff provisions of the rail companies applicable to the booked tariff also apply. FPT will indicate those on request.

7.3. Hotel: Changes or cancellations made after booking, after the expiration of the free cancellation period granted by the accommodation companies, are charged a service fee of €15.00 plus the statutory value-added tax per person per change. In addition, the conditions negotiated with the accommodation companies apply, which FPT will indicate on request. The Client must be aware that the hotel is entitled to charge cancellation and no-show fees of up to 100%. If, in the event of cancellation, the rooms may be resold to others, the cancellation fee is reduced accordingly. All extras must be paid by the guests directly on site.

8. LIABILITY

8.1. Insofar as FPT acts as an intermediary in the provision of travel services and other services, it is liable only for avoidable mistakes in the context of the travel intermediation. With the exception of deliberate actions and gross negligence, any liability and warranty is limited in each individual case to the value of the underlying travel service.

8.2. Own services

FPTS is liable under the duty of care of a prudent businessman for:

a) conscientious travel preparations,

b) the careful selection and supervision of service providers,

c) the proper provision of the contractually agreed travel services.

If individual travel services which do not affect the overall nature of the event, cannot be executed through no fault of FPT, then FPT will offer equivalent replacement services, as far as possible. If the Client accepts this offer, he loses his right to claim a reduction of the travel price accordingly.

8.3. Third-party services

If, in the context of travel organized by FPT, additional bookings are made by FPT at the request of the Client, then FPT is arranging for third-party services, as is expressly mentioned by FPT in the travel advertisement. FPT is therefore not liable for the provision of the



third-party services themselves. Any liability is in this case governed according to the terms and conditions of business of these companies, to which the Client is expressly referred and which FPT makes accessible to him on request.

9. LIMITATION OF LIABILITY

9.1 Contractual limitation of liability

The contractual liability of FPT for damage other than physical injury is limited to three times the travel price,

1. insofar as the damage to the travelling party not caused by deliberate action or gross negligence on the part of FPT, or
2. insofar as FPT is responsible for the damage incurred by a travelling party only due to the fault of a service provider.

9.2. Statutory limitation of liability

If statutory regulations are applicable to a travel service to be provided by a service provider, according to which a claim for compensation of damages may only be made subject to specific conditions or restrictions, then FPT may make reference to these regulations vis-à-vis the injured party.

Every travel participant is responsible for his individual arrival in due time (by car, rail, plane, etc.) to the contractual port, departure airport/location or his return from the contractual port, departure airport/location to his place of residence.

10. OBLIGATION TO CO-OPERATE OF THE TRAVELLING PARTY

In the event of the occurrence of service disruptions, the travelling party is obligated to do everything reasonably possible to contribute to the elimination of the disruption and to keep the damage that may be incurred as low as possible. In particular, he is obligated to communicate his complaints without delay to the travel management or another person authorized by FPT, who is however not entitled to recognize any claims.

The travel management or the authorized person is instructed to remedy the situation insofar as this possible. If the latter is not able to eliminate the service disruption, then the complaints must be immediately notified to the service provider in question and/or to FP TRAVEL SERVICE. If the travelling party culpably fails to comply with these obligations, then he has no entitlement to withdraw or claim a reduced price.

11. PASSPORT, VISA, CUSTOMS, CURRENCY AND HEALTH REGULATIONS

Where possible, FPTS will inform the Client about important changes to the general regulations shown in the travel advertisement, prior to arrival for the travel. FPTS is responsible for informing the Client about the provisions of the passport, visa and health regulations which are known to it or should be known with application of reasonable care and diligence, insofar as the Client or the travelling party possesses German citizenship. For non-German citizens, the responsible consulate will provide such information. The Client himself is responsible for the observance of all regulations important for the execution of the travel. All disadvantages arising from the failure to observe these regulations are borne by the Client if they are caused by the culpable misinformation or non-notification of FPT. FPTS is also not liable for the obtainment and arrival of the required visa in due time from the respective diplomatic representation, if FPT was entrusted with its obtainment, unless the delay is attributable to FPT. If the immigration regulations of individual countries are not observed by the travelling party or if a visa is not granted in due time due to the fault of the Client or the travelling party, such that the travelling party is unable to travel, then the Client must bear the costs arising as a result of this, as well as the withdrawal fees.

12. PLACE OF JURISDICTION

The place of jurisdiction is the competent court of Seevetal.

FP Travel Service UG (haftungsbeschränkt)
Seevetal, 1 January 2013