

GENERAL TERMS AND CONDITIONS OF ROSINENFISCHER oHG

1. Subject matter of the contract and conclusion of the contract

- 1.1 ROSINENFISCHER oHG performs services for the client ("the Client") exclusively on the basis of these General Terms and Conditions ("GTC") and the description of services agreed with the Client (placing of the order). A service contract is agreed. These GTC apply to all contracts to be concluded between ROSINENFISCHER oHG and the Client. Conflicting or deviating terms and conditions of the Client are objected to; they only become part of the contract if ROSINENFISCHER oHG has acknowledged them in writing before the contract is concluded.
- 1.2 ROSINENFISCHER oHG will perform its services with the necessary care and is entitled to engage vicarious agents in its own name and at its own discretion for this purpose (for example city guides).
- 1.3 The type and scope of the services of ROSINENFISCHER oHG follow in detail from the description of services. The scope of services may be extended or changed by mutual agreement of the contracting parties. All changes, additional orders, supplements or additions to the scope of services require written form and confirmation by ROSINENFISCHER oHG. The remuneration is then adjusted to the additional expense. By placing the order, the Client bindingly instructs ROSINENFISCHER oHG to carry out the agreed scope of services and to arrange the necessary contracts with third party providers within the agreed budget.
- 1.4 With regard to third parties engaged to perform individual services for the event, ROSINENFISCHER oHG owes the proper arrangement and coordination of the commissioned services. The contracts and general terms and conditions of these third parties are exclusively decisive for the content of those contracts.
- 1.5 The Client's request to book a service does not constitute the conclusion of a contract, but only an offer to ROSINENFISCHER oHG. The contract with ROSINENFISCHER oHG comes into existence upon acceptance of this request by ROSINENFISCHER oHG, for which no particular form is required. ROSINENFISCHER oHG will inform the Client of the concluded contract by means of a written order confirmation. The Client is obliged to check the order confirmation received without undue delay for correctness and to notify ROSINENFISCHER oHG of any inaccuracies or discrepancies.

2. Withdrawal from the contractual declaration for consumers

2.1 There is no right of withdrawal for the following services

- a. The services offered by ROSINENFISCHER oHG are services related to leisure activities for which the contract provides a specific date or period for the performance of the service. After conclusion of the contract, the Client has no right of withdrawal, even if the contract is a consumer contract.
- b. There is no right of withdrawal in consumer contracts for the supply of goods that are made to customer specifications or are clearly tailored to personal requirements, or that by their nature are not suitable for return, or that can spoil quickly, or whose expiry date has passed.

2.2 Right of withdrawal for the sale of vouchers without a specific date or period, and for contracts of sale

- a. If you are a consumer, that is a natural person placing the order for a purpose that can be attributed neither to your commercial nor to your self employed professional activity, you have a right of withdrawal in accordance with the statutory provisions.
- b. If, as a consumer, you exercise your right of withdrawal, you bear the regular costs of return shipment.
- c. In all other respects, the provisions set out in detail apply to the right of withdrawal.

2.3 Instructions on withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day on which you, or a third party named by you who is not the carrier, took possession of the goods. To exercise your right of withdrawal you must inform us, ROSINENFISCHER oHG, Auf dem Sande 1, 20457 Hamburg, e-mail ahoi@rosinenfischer.de, by means of a clear declaration (for example a letter sent by post or an e-mail) of your decision to withdraw from this contract. You may use the attached model withdrawal form for this purpose, although this is not mandatory. You may also complete and submit the model withdrawal form or another clear declaration electronically on our website www.ROSINENFISCHER.de. If you make use of this option, we will send you confirmation of receipt of such a withdrawal without undue delay, for example by e-mail. To meet the withdrawal deadline it is sufficient that you send your notification of the exercise of the right of withdrawal before the withdrawal period has expired.

Withdrawal form

If you wish to withdraw from the contract, please complete this form and return this section to the following address:

ROSINENFISCHER oHG, Auf dem Sande 1, 20457 Hamburg, e-mail: ahoi@rosinenfischer.de

I/we hereby withdraw from the contract concluded by me/us for the purchase of the following goods / the provision of the following service:

Ordered on / received on: Name of the customer: Address of the customer: Signature of the customer: Place, date:

Please remember to return the goods without undue delay and at the latest within 14 days of withdrawal.

2.4 Consequences of withdrawal

If you withdraw from this contract, we must repay to you all payments we have received from you, including delivery costs, with the exception of additional costs arising from your choice of a type of delivery other than the least expensive standard delivery offered by us, without undue delay and at the latest within fourteen days of the day on which we received notification of your withdrawal from this contract. For this repayment we use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this repayment. We may refuse repayment until we have received the goods back or until you have provided evidence that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to us without undue delay and in any event at the latest within fourteen days of the day on which you notify us of the withdrawal from this contract. The deadline is met if you send the goods before the period of fourteen days has expired.

You bear the direct costs of returning the goods. You only have to pay for any loss in value of the goods where this loss in value is due to handling of the goods that is not necessary to check their nature, characteristics and functioning.

End of the instructions on withdrawal

3. Price calculation and notification of group size and scope of services

3.1 Participation in the agreed service relates to the agreed date.

3.2 If the Client books a group of their own as a consumer, they must inform ROSINENFISCHER oHG on a binding basis up to 2 weeks before the event how many persons will take part in the event. ROSINENFISCHER oHG then calculates the total price on this basis. The minimum number of participants is 10 participants, who are charged irrespective of the actual group size. If more than the registered participants are to take part in the event, the Client undertakes to inform ROSINENFISCHER oHG of the additional participants up to 1 week before the event. The costs are then adjusted to the actual group size.

3.3 If the Client books a group of their own as an entrepreneur (the minimum number of participants is 10 participants), they must inform ROSINENFISCHER oHG on a binding basis up to two weeks before the event how many persons will take part in the event. ROSINENFISCHER oHG then calculates the total price on this basis. From this notification onwards, the number of persons notified applies and is binding. A partial withdrawal because this number of persons is not reached is not possible, and no credit is granted for participants who do not attend. Prices are based on the group size notified in advance by the Client. If more than the registered participants are to take part in the event, the Client undertakes to inform ROSINENFISCHER oHG of the additional participants up to 1 week before the event. The costs are then adjusted to the actual group size.

3.4 All prices quoted by ROSINENFISCHER oHG are gross prices in euro. Statutory VAT is shown separately on the invoice.

4. Payment, due date

4.1 Individual tickets are due immediately upon conclusion of the contract and are to be paid without deduction.

4.2 For group bookings, a down payment in the amount of the minimum number of 10 participants per service is due immediately upon conclusion of the contract and receipt of the invoice. The down payment is credited against the total price. The total price is determined by the group size notified by the Client in accordance with section 3.2 or 3.3. If this notification changes the total price stated on the invoice, ROSINENFISCHER oHG recalculates the remaining payment, which is then due immediately.

4.3 For package arrangements, 30 percent of the total price of the services of ROSINENFISCHER oHG is due and payable within 10 days of the invoice date after conclusion of the contract. The down payment is credited against the total price. The remaining payment of 70 percent of the total price is due and payable 10 days before the start of the service or the start of the stay. The total price is determined by the group size notified by the Client in accordance with section 3.2 or 3.3. If this notification changes the total price stated on the invoice, ROSINENFISCHER oHG recalculates the remaining payment, which is then due immediately.

4.4 In the event of non payment or incomplete payment of instalments that have fallen due, ROSINENFISCHER oHG has the statutory right to refuse performance of its service until the counter performance has been rendered (defence of non performance of the contract).

4.5 If a payment that has fallen due is not made by the Client despite a reminder and the setting of a reasonable deadline for payment, ROSINENFISCHER oHG is entitled to withdraw from the contract (section 323 of the German Civil Code) and to charge the Client with expenses or to claim damages, unless the Client had a right to refuse payment. Where a service has been agreed that takes place on an agreed date or in an agreed period, ROSINENFISCHER oHG reserves payment of the agreed fee and a claim for damages.

5. Duties of cooperation of the Client

The Client will inform ROSINENFISCHER oHG promptly and in good time of all events and circumstances that may be of significance for the performance of the order. The Client is liable to the third party under that party's contract and under the law for damage caused by the Client to borrowed or rented items. In all other respects, the Client is always obliged to cooperate within the scope of their statutory duty to mitigate loss, and to avoid or minimise any damage.

6. Changes to services by ROSINENFISCHER oHG

Changes to material services that become necessary after conclusion of the contract and that are not brought about by ROSINENFISCHER oHG contrary to good faith are permitted, provided the changes are not significant and do not impair the overall

character of the services commissioned from ROSINENFISCHER oHG. ROSINENFISCHER oHG will inform the Client of changes at an early stage. Should the changes significantly affect the overall character of the service, the Client has a right of termination.

7. Withdrawal by the Client (cancellation of the order)

7.1 The Client may withdraw from the concluded contract in accordance with the following conditions, unless otherwise agreed.

7.2 ROSINENFISCHER oHG is entitled to charge compensation for expenses, less the value of expenses saved and less what it can acquire through other ordinarily possible use, either as a specific amount or as a flat rate.

7.3 Withdrawal by a consumer

7.3.1 From placing of the order until 40 days before the start of the event, the compensation is 10 percent of the invoice amount.

7.3.2 If withdrawal is declared between 39 and 30 days before the start of the event, the compensation is 20 percent of the invoice amount.

7.3.3 If withdrawal is declared between 29 and 15 days before the start of the event, the compensation is 40 percent of the invoice amount.

7.3.4 If withdrawal is declared between 14 and 7 days before the start of the event, the compensation is 60 percent of the invoice amount.

7.3.5 Withdrawal is excluded if it is declared later than 7 days before the start of the event.

7.3.6 If withdrawal is declared later than 7 days before the start of the event, withdrawal is excluded. The same applies if the participant fails to attend on the agreed date. Amounts already paid are not refunded; amounts not yet paid remain due in full.

7.4 Withdrawal by a Client who is an entrepreneur

7.4.1 From placing of the order until 40 days before the start of the event, the compensation is 30 percent of the invoice amount.

7.4.2 If withdrawal is declared between 39 and 30 days before the start of the event, the compensation is 40 percent of the invoice amount.

7.4.3 If withdrawal is declared between 29 and 15 days before the start of the event, the compensation is 50 percent of the invoice amount.

7.4.4 If withdrawal is declared between 14 and 7 days before the start of the event, the compensation is 75 percent of the invoice amount.

7.4.5 Withdrawal is excluded if it is declared later than 7 days before the start of the event.

7.4.6 If withdrawal is declared later than 7 days before the start of the event, withdrawal is excluded. The same applies if the Client fails to attend on the agreed date. Amounts already paid are not refunded; amounts not yet paid remain due in full.

7.5 For the flat rates under sections 7.3.1 to 7.3.4 and 7.4.1 to 7.4.4 the following applies: the Client is always free to show that ROSINENFISCHER oHG incurred no loss at all, or a loss substantially lower than the flat rates. Instead of the respective flat rates, ROSINENFISCHER oHG may claim higher, specific compensation to the extent that it demonstrates that it incurred substantially higher expenses than the applicable flat rate, and can then quantify and evidence the compensation claimed, taking into account expenses saved and any other use of the services.

7.6 Withdrawal must be declared in text form, for example by e-mail. The relevant point in time for calculating the deadline is the receipt of the declaration of withdrawal by ROSINENFISCHER oHG.

8. Exclusion of liability, liability, limitation of liability

Participation in the tour is at the participant's OWN RISK. ROSINENFISCHER oHG is not liable for damage for which the participant is themselves responsible, for example where such damage is based on non observance of the German road traffic regulations, on a lack of riding practice of the participant or of other participants, on improper use of the bicycle, on misconduct of other road users or tour participants, or on external hazards for which ROSINENFISCHER oHG is not responsible or which do not fall within its liability.

The participant confirms that they can ride a bicycle or pedelec safely, that they are in a physical and mental condition to take part in the tour, and that they observe the German road traffic regulations. The participant is liable to ROSINENFISCHER for damage caused by them to the bicycle and other equipment made available to them for the tour.

ROSINENFISCHER oHG is liable as follows:

8.1 ROSINENFISCHER oHG is liable to the Client and to the persons included in the service (the customer) for damages in all cases of contractual and non contractual liability in the event of intent and gross negligence in accordance with the statutory provisions.

8.2 In other cases ROSINENFISCHER oHG is liable, unless section 8.3 provides otherwise, only for breach of a contractual obligation whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance you as a customer may regularly rely (so called cardinal obligation), and then limited to compensation for foreseeable and typical damage. Liability of ROSINENFISCHER oHG, or for cases of damage caused by its vicarious agents through slight negligence, as well as for claims not based on fault, is then limited to a total of EUR 50,000.00 per case of damage for damage to property and financial loss. In all other cases our liability is excluded, subject to the provision in section 8.3.

8.3 Liability for damage arising from injury to life, body or health and under the German Product Liability Act remains unaffected by the above limitations and exclusions of liability.

8.4 Except in cases of intent and gross negligence, and liability under section 8.3, ROSINENFISCHER oHG is not liable for indirect damage such as additional expense, lost profit or savings not realised.

- 8.5 Information about arranged third party services is based exclusively on the information provided by the third party providers to ROSINENFISCHER oHG and therefore does not constitute an assurance by ROSINENFISCHER oHG. ROSINENFISCHER oHG gives the Client no guarantees or assurances whatsoever as to the accuracy, completeness or currency of the information regarding the services of arranged third parties.
- 8.6 Where contracts for genuine third party services are concluded, the Client indemnifies ROSINENFISCHER oHG against all obligations arising from the conclusion of the contract, in particular from the obligation to pay the price for the third party service. ROSINENFISCHER oHG assumes no liability for the proper performance and provision of the arranged services and gives no assurance as to the suitability or quality of the arranged services. The Client's contractual partner is liable for this. ROSINENFISCHER oHG points out that third party services are all services that ROSINENFISCHER oHG does not provide itself, through vicarious agents or through representatives. Third party providers do not become vicarious agents or representatives of ROSINENFISCHER oHG through the arrangement either.
- 9. Limitation period**
- Claims for damages for damage to property and financial loss become time barred within one year of the Client becoming aware of the circumstances giving rise to the claim and of the identity of the debtor, unless the damage is based on an intentional or grossly negligent breach of duty by ROSINENFISCHER oHG or by a vicarious agent of ROSINENFISCHER oHG. The limitation of the limitation period to one year also does not affect claims for compensation for damage arising from injury to life, body or health or from product liability. All claims in tort and claims for compensation for personal injury are subject to the statutory limitation period.
- 10. Applicable law, miscellaneous**
- 10.1 German law applies exclusively to the entire contractual and legal relationship between the parties.
- 10.2 Where the Client is a merchant, a legal entity under public law or a special fund under public law, Hamburg, Germany, is agreed as the exclusive place of jurisdiction, including internationally, for all direct or indirect disputes between the parties, including proceedings on bills of exchange or cheques. ROSINENFISCHER oHG reserves the right to sue the Client at a different place of jurisdiction.
- 10.3 The invalidity of individual provisions does not result in the invalidity of the entire contract. Should individual or several provisions of these GTC be or become invalid, the validity of all other provisions or agreements is, in case of doubt, not affected.
- 11. Data protection**
- We point out that data in connection with the contracts is stored on the basis of the German Federal Data Protection Act. The Client or customer consents to the storage of data.

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