

**Terms and conditions of
car rental company Wunderlich, member of
working group Limotax**

1. Validity:

The following terms and conditions apply to all services provided by the Limotax consortium, in particular for passenger transport in occasional services, rental bus transport, rental car traffic and excursions with passenger cars. Terms and conditions of the customer are not binding for us even if the consortium Limotax does not expressly contradict them in individual cases.

The terms and conditions of the Limotax consortium therefore also apply to all future business relationships, even if they are not expressly agreed again. At the latest upon receipt of the service provided by the Limotax consortium, our conditions are deemed accepted. Counter-confirmations of our customers under reference to their terms and conditions or purchase conditions are hereby contradicted.

Deviations from these terms and conditions are only effective if confirmed in writing by the Limotax consortium.

2. Order placement:

The client is obliged to inform us when placing the order about all essential factors concerning the execution of the contract, like e.g. dates, number of persons to be transported, to inform about type and extent of luggage and other items carried.

The offers of the Limotax consortium are non-binding. Declarations of acceptance and agreements require our written confirmation in order to be valid. This also applies to additions, amendments or ancillary agreements.

3. Prices:

The prices of the tariffs valid at the time of performance of the service apply, unless otherwise agreed in writing.

In the event of any other agreement, Limotax will be bound by the prices contained in its offers for 30 days from the date of the offer. Decisive are then the prices stated in their order confirmation.

Invoicing takes place immediately after the customer has booked. The customer must pay the invoice amount without deductions immediately after receipt of the invoice.

Deviating settlement modalities must be agreed in writing when the order is placed.

4. Subject matter and exclusion of transport:

Excluded from transport are persons who pose a threat to safety and order.

Passengers are required to behave in the use of our facilities and vehicles as required by the safety and order of the operation, their own safety and the consideration of other persons. Instructions of our staff or chauffeur are to be followed.

If a passenger, despite a warning, violates the duties incumbent upon him, he may be excluded from the carriage.

Damage to the vehicles or other damage by passengers must be replaced by the person responsible or our contractual partner. In case of contamination, cleaning fees will be charged separately.

If the causer and our contractual partner are not identical, they are both jointly and severally liable. The liability also exists if the client is not at fault.

5. Resignation of the client:

If the client withdraws from the contract or does not claim the services of Limotax without rescission, Limotax may demand reasonable compensation for the arrangements made and for the expenses incurred and also for compensation for the damage incurred.

The duty of replacement also occurs if the client is not at fault.

Limotax is entitled to liquidate the claim for damages.

Cancellations from 24h to 2h before departure will be charged a flat rate of 50% of the order value.

Cancellations from 2 hours before departure to non-canceled cancellations will be fully charged with the agreed price of the order value.

Any cancellation must be in writing, by e-mail, or by telephone.

6. Liability:

The liability of Limotax is limited to a maximum of 3 times the agreed performance price. Further claims for damages are excluded both against Limotax and against its vicarious agents, insofar as the damage was not caused deliberately or through gross negligence.

Should Limotax be unable to meet an agreed date due to technical breakdowns, force majeure, weather-related emergency or legal requirements (e.g. smog), the customer is not entitled to fulfil the contract. The customer receives back the payment already made. In the event of a technical

breakdown, Limotax is entitled to provide a replacement vehicle. Further claims of the customer are excluded.

Limotax is exempt from liability, as far as exceeding the duration of the transport is based on circumstances that we could not avoid with the utmost care and whose consequences we could not avert.

7. Claims and statute of limitations:

Noticeable damages and claims are to be reported in writing immediately after completion of the carriage.

Furthermore, claims against Limotax become time-barred 1 year after termination of the carriage. For damages based on intent or gross negligence, the limitation period is 3 years.

8. Place of performance, jurisdiction, other:

Place of fulfilment is Munich.

Jurisdiction is for all disputes with merchants, legal entities under public law or with persons who do not have a general place of jurisdiction in Germany - also with change and check complaints - Munich. The Limotax consortium or its individual contractors may, at their discretion, also use the contracting authority at the court having jurisdiction over its registered office.

Collateral agreements and deviating agreements must be in writing. Should individual provisions in these terms and conditions or a provision in the context of other agreements be or become ineffective, this shall not affect the validity of all other provisions or agreements.

For these terms and conditions and the entire legal relationship between the Limotax consortium, or their individual companies and the customer, the law of the Federal Republic of Germany.