

The following Terms and Conditions for the procurement of travel services ("Procurement Conditions") apply to the **procurement of individual travel services** (accommodation, admission tickets, etc.), **the procurement of associated travel services** and the **procurement of package tours by Nordeifel Tourismus GmbH!**

**Scope of application of these Terms and Conditions;
Subdivision into Segments A, B, and C**

The following Terms and Conditions shall, upon effectively being agreed upon, constitute the content of the procurement contract concluded between you (hereinafter referred to as the Customer or Traveller) and Nordeifel Tourismus GmbH, in the event of a booking from 01/07/2018 onwards. They supplement the legal provisions of Sections 651a - y BGB (German Civil Code) and Articles 250 and 251 of the EGBGB (Introductory Act to the German Civil Code) and complement them. **Please read through these Procurement Conditions carefully before placing your booking!**

In view of the different types of legal procurement of travel services and of package tours depending on the type of travel service procured, these Procurement Conditions are divided into 3 segments.

The exclusive provisions for the procurement

- A) **a single travel service** or multiple travel services consisting of a single type of travel service can be found in **Segment A** of these Terms and Conditions
- B) **of associated travel services** can be found in **Segment B** of these Terms and Conditions
- C) **of a package tour** can be found in the provisions in **Segment C** of these Terms and Conditions.

Segment A: Provisions in the case of the procurement of a single travel service or multiple travel services consisting of a single type of travel service

The provisions of this Segment A concerning the procurement of a single travel service or multiple travel services consisting of a single type of travel service within the meaning of Section 651a (3) sentence 1 BGB (new version) shall apply exclusively if the procured travel service is **neither part of associated travel services as set out in Segment B nor part of a package tour as set out in Segment C**. In this case, no notification of the Customer by means of a form is required by law.

1. Conclusion of contract, legal provisions

1.1. Upon acceptance of the procurement order from the Customer by Nordeifel Tourismus GmbH, the contract for the procurement of travel services is concluded between the Customer and Nordeifel Tourismus GmbH. No specific form requirements exist for order placement and acceptance.

1.2. If the order is placed electronically (e-mail, Internet), Nordeifel Tourismus GmbH shall confirm the receipt of the order without delay by electronic means. This confirmation of receipt does not constitute a confirmation of acceptance of the procurement order.

1.3. The mutual rights and obligations of the Customer and of Nordeifel Tourismus GmbH result, unless mandatory statutory provisions to the contrary exist, from the contractual agreements made in individual cases, these Terms and Conditions and statutory provisions, in particular Sections 651a et seq. BGB in conjunction with Art. 250 et seq. EGBGB and Sections 675, 631 et seq. BGB concerning the remunerated procurement of business.

1.4. The rights and obligations of the Customer towards the contractual partner of the procured service are subject exclusively to the agreements made with this contractual partner, in particular – if effectively agreed upon – his Conditions of Travel or Terms and Conditions. In the absence of any special agreement or reference, the conditions of carriage and tariff regulations issued by the competent transport authority on a statutory basis or on the basis of international agreements shall apply to transport services.

2. General contractual obligations of Nordeifel Tourismus GmbH, information, advice

2.1. The Customer will be advised in the best possible way based on these Procurement Conditions. If desired, the booking inquiry with the service provider will then be made by Nordeifel Tourismus GmbH. After confirmation by the service provider, the service obligation includes the handover of the documents for the procured travel service(s). This does not apply if it has been agreed that the service provider shall send the documents directly to the Customer.

2.2. When providing advice and notifications, Nordeifel Tourismus GmbH is liable within the framework of the law and the contractual agreements for the correct selection of the source of information and the correct forwarding to the Customer. An information contract with a primary contractual obligation to provide information shall only be concluded with a corresponding express agreement. Nordeifel Tourismus GmbH shall not be liable for the correctness of information provided pursuant to Section 675 (2) BGB, unless a special information contract has been concluded.

2.3. Without an explicit agreement, Nordeifel Tourismus GmbH is not obliged to determine and/or offer the cheapest provider of the requested travel service. Contractual obligations of Nordeifel Tourismus GmbH in the context of "best price guarantees" given by him remain unaffected.

2.4. Without express agreement, Nordeifel Tourismus GmbH does not provide any guarantee in the sense of Section 276 (1) sentence 1 BGB (German Civil Code) regarding information about prices, services, terms of booking and other circumstances of the travel service and no procurement guarantee in the sense of this provision regarding information about the availability of the services to be arranged by the agent.

2.5. Nordeifel Tourismus GmbH accepts special requests only for forwarding to the service provider to be procured. Unless otherwise expressly agreed upon, Nordeifel Tourismus GmbH is not responsible for the fulfilment of such special requests. These also do not constitute a condition or contractual basis for the procurement order or for the booking declaration from the Customer to be transmitted by the agent to the service provider. It is hereby pointed out to the Customer that special requests usually only become part of the contractual obligations of the service provider through explicit confirmation by the service provider.

3. Documents for the procured travel services

3.1. Both the Customer and Nordeifel Tourismus GmbH have the obligation to check the contractual and other documents of the procured service provider regarding the travel services, which were handed over to the Customer by Nordeifel Tourismus GmbH, in particular

booking confirmations, hotel vouchers, admission tickets, insurance policies and other documents regarding the procured travel services for correctness and completeness, in particular to ensure that they correspond to the details of the booking and the procurement order.

3.2. In cases where documents for the procured travel services are not transmitted to the Customer directly by the procured service provider, the handing over is carried out Nordeifel Tourismus GmbH by handing over in the business premises of Nordeifel Tourismus GmbH or at the choice of Nordeifel Tourismus GmbH by postal or electronic dispatch.

4. Obligations of the Customer to cooperate with Nordeifel Tourismus GmbH

4.1. The Customer shall inform Nordeifel Tourismus GmbH immediately upon the discovery of errors or defects in the procurement activities of Nordeifel Tourismus GmbH. In particular, this includes the incorrect or incomplete specification of personal customer data, other information, information and documents for the travel services procured, as well as the incomplete execution of procurement services (e.g. bookings or reservations not made).

4.2. If the Customer does provide notification of this as set out in Section 4.1, the following applies:

a) If the Customer fails to provide notification as set out in Section 4.1 through no fault of his own, his claims shall not lapse.

b) The Customer's claims against Nordeifel Tourismus GmbH shall not apply to the extent that Nordeifel Tourismus GmbH proves that the Customer would not have suffered any damages or would not have suffered damages in the amount claimed by the customer if he had properly notified Nordeifel Tourismus GmbH. In particular, this applies if Nordeifel Tourismus GmbH proves that an immediate notification by the Customer would have enabled Nordeifel Tourismus GmbH to remedy the defect or to reduce the damages suffered, e.g. by rebooking, additional booking or cancellation with the service provider procured.

c) Claims by the Customer in the event of failure to provide notification as set out in Section 4.1 **do not** lapse

- for damages resulting from injury to life, body or health which result from an intentional or negligent breach of duty on the part of Nordeifel Tourismus GmbH or a legal representative or vicarious agent of Nordeifel Tourismus GmbH

- in the case of claims for compensation for other damages based on an intentional or grossly negligent breach of duty by Nordeifel Tourismus GmbH or a legal representative or vicarious agent of Nordeifel Tourismus GmbH

- in case of a violation of an essential obligation whose fulfilment makes the proper execution of the procurement contract possible in the first place, or the violation of which endangers the achievement of the purpose of the contract.

Liability for booking errors pursuant to Section 651x BGB remains unaffected.

4.3. A contractual and/or legal obligation on the part of the Customer to report defects to the service provider procured remains unaffected by Section 4.

4.4. The Customer is asked, in his own interest, to point out to Nordeifel Tourismus GmbH any special needs or restrictions with regard to the travel services requested.

5. Reimbursement of expenses, remuneration, collection

5.1. Nordeifel Tourismus GmbH is entitled to demand payments in accordance with the terms of performance and payment of the service providers procured, provided that these are effectively agreed upon between the service provider and the Customer and contain legally effective terms of payment.

5.2. Nordeifel Tourismus GmbH may assert claims for payment against the Customer as its authorised debt collector, provided that this corresponds to the agreements between Nordeifel Tourismus GmbH and the service provider, but also on the basis of its own right as a result of the Customer's statutory obligation to make advance payments (as the contracting entity) pursuant to Section 669 BGB.

5.3. The foregoing provisions shall apply accordingly to cancellation costs (compensation for withdrawal) and other legally or contractually justified claims of the procured service provider.

5.4. The Customer is not permitted to counter Nordeifel Tourismus GmbH's own claims for payment by way of retention or offsetting via claims that the Customer has against the service provider procured, in particular due to defective performance of the contract procured. This does not apply if a culpable violation of contractual obligations on the part of Nordeifel Tourismus GmbH has become a causal or contributory cause for the accrual of such claims or if Nordeifel Tourismus GmbH is liable to the Customer for the asserted counterclaims due to other reasons.

6. Obligations of Nordeifel Tourismus GmbH in the event of complaints by the Customer against the service providers procured

6.1. Claims must be asserted against the procured service providers within certain periods of time, which may result from law or contractual agreements. As a rule, these deadlines are not met by assertion against Nordeifel Tourismus GmbH. This also applies if the Customer wishes to assert claims both against Nordeifel Tourismus GmbH as well as against the service provider with regard to the same travel service.

6.2. In the event of complaints or any other assertion of claims against the procured service providers, the obligation of Nordeifel Tourismus GmbH is limited to the provision of the necessary and known information and documents, in particular the communication of the names and addresses of the procured service providers.

6.3. If Nordeifel Tourismus GmbH – even without being obligated to do so – assumes the forwarding of claim letters from the Customer which serve to meet the deadline, Nordeifel Tourismus GmbH is only liable for the timely receipt by the recipient if it fails to meet the deadline intentionally or through gross negligence.

6.4. With regard to possible claims of the Customer against the procured service providers, Nordeifel Tourismus GmbH is under no obligation to provide advice on the type, scope, amount, conditions for claims and deadlines to be met or other legal provisions.

7. Important information about insurance for travel services

7.1. Nordeifel Tourismus GmbH points out the possibility of taking out travel cancellation insurance at the time of booking in order to minimise the cost risk in the event of cancellation by the Customer.

7.2. Furthermore, the Customer is advised that a travel cancellation insurance does not usually cover the resulting damages which he may incur due to a discontinuation – for which he may not be at fault – of the use of the travel services after the start of the trip. Travel interruption insurance usually needs to be taken out separately.

7.3. For the procurement of travel insurance, the Customer is advised that the insurance terms of the procured travel insurance may contain special contractual conditions and/or obligations to cooperate on the part of the Customer, in particular exclusions of liability (e.g. in the case of pre-existing conditions), deadlines for reporting damages and deductibles. Nordeifel Tourismus GmbH shall not be liable as long as it did not provide false information regarding the insurance terms and the procured travel insurer has a right to refuse the Customer benefits based on valid insurance terms which were agreed upon.

8. Liability of Nordeifel Tourismus GmbH

8.1. In cases where Nordeifel Tourismus GmbH has not assumed a corresponding additional contractual obligation by express agreement

with the Customer, Nordeifel Tourismus GmbH shall only be liable for the proper performance of agency obligations. In particular, these agency obligations include the legally effective conveyance of the offer to conclude the contract with the service providers to be procured and, in the event of acceptance of the contract offer by the service providers to be procured, the transmission of the contract confirmation in the name and on the account of the procured service provider.

8.2. Nordeifel Tourismus GmbH is not liable for defects and damages incurred by the Customer in connection with the travel service procured. This shall not apply in the event of an express agreement or assurance by Nordeifel Tourismus GmbH to this effect, in particular if this deviates considerably from the service description of the service provider.

8.3. Any liability on the part of Nordeifel Tourismus GmbH itself from the culpable violation of agency obligations as well as liability pursuant to Section 651x BGB remain unaffected by the foregoing provisions.

9. Special provisions relating to pandemics (in particular the Corona virus)

9.1. Without an express agreement, Nordeifel Tourismus GmbH is not obliged to inform the Customer about any generally valid regulations at the destination of the travel services in connection with pandemics (in particular the Corona virus).

9.2. The Parties agree that the travel services agreed upon shall always be provided by the respective service providers in compliance with and in accordance with the official regulations and requirements applicable at the respective time of travel.

9.3. The traveller agrees to observe appropriate regulations or restrictions on use of the service providers when using travel services and to inform the travel guide and the service provider immediately in the event of typical symptoms of illness.

10. Alternative dispute resolution; governing law and place of jurisdiction

10.1. With regard to the law on consumer dispute settlement, Nordeifel Tourismus GmbH hereby indicates that Nordeifel Tourismus GmbH shall not participate in any voluntary consumer dispute settlements. If consumer dispute settlements become obligatory for Nordeifel Tourismus GmbH following the printing of these agency conditions, Nordeifel Tourismus GmbH shall inform the consumers of this in a suitable format. Nordeifel Tourismus GmbH hereby makes reference to the European online dispute resolution platform <http://ec.europa.eu/consumers/odr/> for all travel contracts concluded in electronic commerce.

10.2. For customers/travellers who are not nationals of a member state of the European Union or Swiss citizens, the exclusive validity of German law is agreed upon for the entire legal and contractual relationship between the Customer/traveller and Nordeifel Tourismus GmbH. Such customers/travellers can bring suit against Nordeifel Tourismus GmbH exclusively at its registered office.

10.3. For suits brought by Nordeifel Tourismus GmbH against Customers or contractual partners of the package tour contract who are merchants, legal entities under public or private law or persons who have their residence or habitual abode abroad, or whose residence or habitual abode is unknown at the time the suit is brought, the domicile of Nordeifel Tourismus GmbH is hereby agreed upon as the place of jurisdiction.

Segment B: Provisions for the procurement of associated travel services pursuant to Section 651w BGB

The provisions of this **Segment B** regarding the procurement of associated travel services shall apply exclusively if Nordeifel Tourismus GmbH issues the form for the procurement of associated travel services. In this form, the Customer will be informed that with this booking of an additional travel service with the agent, no package tour is booked, but the conclusion of the second contract results in the creation of associated travel services.

1. Payments for associated travel services

1.1. Nordeifel Tourismus GmbH may only accept payments from the traveller for the remuneration of associated travel services if Nordeifel Tourismus GmbH has ensured that these are refunded to the traveller in cases where travel services are to be provided by Nordeifel Tourismus GmbH itself or remuneration claims of procured service providers are yet to be fulfilled and in the event of the insolvency of Nordeifel Tourismus GmbH

a) travel services are cancelled or

b) the traveller, with regard to travel services rendered, complies with requests for payment from unsatisfied procured service providers.

1.2. Nordeifel Tourismus GmbH is to provide this security for the procurement of associated travel services by taking out insolvency insurance pursuant to Section 651w (3) BGB (German Civil Code), stating the name and contact details of the customer funds insurer in a clear, understandable and highlighted manner and handing over a corresponding security certificate for all payments made by the Customer to Nordeifel Tourismus GmbH for associated travel services, unless the customer makes payment directly to the procured service provider of the associated travel services.

2. Reference to the additional validity of provisions in Segment A

2.1 In addition, the following sections of **Segment A** of these Terms and Conditions shall apply to the procurement of associated travel services: 1; 2; 3; 4; 6; 7; 8; 9; 10;

2.2. **Section 5 of Segment A** shall only apply on the condition that Nordeifel Tourismus GmbH has fulfilled its obligation under Section 1 of this Segment B to secure the payments.

Segment C: Provisions for the procurement of package tours pursuant to Section 651v BGB by Nordeifel Tourismus GmbH

The provisions of this **Segment C** on the procurement of package tour contracts ("Travel Procurement") pursuant to Section 651v BGB (new version) apply exclusively if the travel agent issues the form for package tours. In the form, the procured tour operator is identified as the company responsible for the provision of the package tour.

1. Payments made by the Customer/traveller for package tours

1.1 Nordeifel Tourismus GmbH and the procured tour operator may only demand or accept payments for the tour price before the end of the package tour if a valid customer funds insurance contract exists on the part of the tour operator and the Customer has been issued the security certificate of the tour operator with the name and contact details of the customer funds insurer in a clear, understandable and highlighted way.

2. Declarations of the Customer/traveller

Nordeifel Tourismus GmbH is considered to be authorised by the tour operator to accept notifications of defects as well as other declarations from the Customer/traveller regarding the provision of the package tour. Nordeifel Tourismus GmbH shall inform the tour operator without delay of any such declarations from the traveller. In order to avoid time being lost, Nordeifel Tourismus GmbH recommends that such declarations be made directly to the tour operator or the contact point of the tour operator in order to avoid the loss of time despite

the forwarding being made without delay.

3. Reference to the additional validity of provisions in Segment A

3.1 In addition, the following sections of Segment A of these Terms and Conditions shall apply to the procurement of package tours: 1; 2.1; 2.3; 2.4; 2.5; 3.1; 4.1; 4.4; 6.4; 7; 8; 9.2,9.3;10;

3.2 Section 2.2. of Segment A applies only insofar as information is concerned which the travel agent is not obliged to provide pursuant to Section 651v (1) BGB in conjunction with Art. 250 Sections 1 to 3 EGBGB.

3.3 Section 3.2 of Segment A applies only insofar as the Customer is not entitled to a travel confirmation in paper form pursuant to Art. 250 Section 6 (1) sentence 2 EGBGB.

© These agency conditions are protected by copyright; Noll | Hütten | Dukic Rechtsanwälte, Munich | Stuttgart, 2018-2021

The agent is:

Nordeifel Tourismus GmbH
Geschäftsführerin Iris Poth
Handelsregister HRB5540
Bahnhofstraße 13
53925 Kall
02441. 99457-0
02441. 99457-29
info@nordeifel-tourismus.de

Status of this version: October 2020

The following Conditions of Travel apply to **package deals**, which **Nordeifel Tourismus GmbH** offers under www.nordeifel-tourismus.de!

CONDITIONS OF TRAVEL FOR PACKAGE DEALS FROM NORDEIFEL TOURISMUS GMBH

Dear Guest,

We kindly ask that you carefully read the following Conditions of Travel for package deals. These Conditions of Travel shall, provided they are valid and included, become part of the travel contract which you - hereinafter referred to as "traveller" or "Customer" - conclude with *Nordeifel Tourismus GmbH*, hereinafter abbreviated to "**NeT GmbH**", as the tour operator. These Conditions of Travel apply exclusively to the package deals from **NeT GmbH**. They do **not** apply to the procurement of third-party services (such as guided tours and admission tickets) nor to contracts for accommodation services or their procurement. They supplement the legal provisions of Sections 651a - y BGB (German Civil Code) and Articles 250 and 252 of the EGBGB (Introductory Act to the German Civil Code) and complement them:

1. Conclusion of the contract

1.1 Upon placement of the booking (travel registration), which can be made verbally, by telephone, in writing, by fax or by e-mail, the Customer makes **NeT GmbH** an offer for the conclusion of a binding travel contract. Forming the basis of his offer are the travel description, these Conditions of Travel and all supplementary information forming the basis of the booking (catalogue, host directory, Internet), as far as these are available to the Customer.

1.2 The travel contract is concluded upon the receipt of the travel confirmation (declaration of acceptance) by the tour operator. Upon or immediately after conclusion of the contract, the tour operator will send the Customer a travel confirmation whose contents correspond to statutory requirements on a permanent data storage medium (which enables the customer to keep or store the declaration unchanged in such a way that it is accessible to him for a reasonable period of time, e.g. on paper or by e-mail), provided that the customer is not entitled to a travel confirmation in paper form pursuant to Article 250 Section 6 (1) sentence 2 EGBGB because the conclusion of the contract took place in the simultaneous physical presence of both parties or outside of business premises.

1.3 In cases where **NeT GmbH** offers the possibility of a binding booking by way of electronic conclusion of a contract via an Internet platform, the following applies to this conclusion of contract:

a) The online booking process is to be explained to the Customer via appropriate instructions. ¹German is the only available language for the contract.

b) The Customer can correct or delete individual details or reset the entire online booking form at any time by means of a correction option that is explained to him as part of the booking process.

c) After completing the selection of the travel services desired by the Customer and the entry of his personal data, the entirety of the data, including all essential information on prices, services, additional services booked, along with any travel insurance selected, is to be displayed. The Customer will have the option to cancel the entire booking or to create a new one.

d) By pressing the button "Confirm booking and pay", the Customer makes **NeT GmbH** a binding offer for the conclusion of a travel contract. The pressing of this button therefore leads to the conclusion of a travel contract that will need to be paid for upon receipt of a booking confirmation from **NeT GmbH**. Placing the online booking and pressing the button "Confirm booking and pay" does not establish an entitlement on the part of the Customer to the conclusion of a travel contract. **NeT GmbH** is free to accept or decline the contractual offer (the booking) from the Customer.

e) If no booking confirmation is provided in real time, **NeT GmbH** shall confirm the receipt of the booking by sending an electronic notification to the Customer without delay. This confirmation of receipt does not constitute a booking confirmation and does not constitute an entitlement to the conclusion of the travel contract according to the desired booking from the Customer.

f) The travel contract is entered into upon the receipt of the booking confirmation by the Customer, which **NeT GmbH** sends to the Customer in the form specified in the booking process by e-mail, fax or post.

1.4 If the booking confirmation from **NeT GmbH** differs from the Customer's booking, this constitutes a new offer from **NeT GmbH**, to which it is bound for 7 days from the date of the booking confirmation. The contract is concluded on the basis of this new offer if the Customer declares the acceptance of this offer by explicit declaration, down payment or payment of the balance. The same applies if **NeT GmbH** has made the Customer an offer in text form for a flat rate.

1.5 The pre-contractual information provided by **NeT GmbH** regarding essential characteristics of the travel services, the tour price and all additional costs, the payment arrangements, the minimum number of participants and the cancellation fees (in accordance with Article 250 Section 3 nos. 1, 3 to 5 and 7 EGBGB) will only not become part of the package tour contract if this has been expressly agreed upon between the parties.

1.6 **NeT GmbH** points out that according to the statutory provisions (Sections 312 (7), 312g (2) sentence 1 no. 9 BGB (German Civil Code)), there is no right of withdrawal for package tour contracts pursuant to Section 651a and § 651c BGB which were concluded in distance selling (letters, catalogues, telephone calls, telex, e-mails, messages sent via mobile phone service (SMS) as well as radio, telemedia and online services), but instead only the legal rights of withdrawal and termination, in particular the right of withdrawal pursuant to Section 651h BGB (see also Section 8). However, a right of withdrawal exists if the contract for travel services pursuant to § 651a BGB has been concluded outside of business premises.

2. Services

2.1 The services owed by **NeT GmbH** result exclusively from the content of the booking confirmation in conjunction with the advertised details for the respective package deal on which it is based and in accordance with all the information and explanations contained in the basis for the booking.

2.2 Travel agents and service providers, in particular accommodation providers, are not authorised by **NeT GmbH** to give assurances or to make agreements which go beyond the travel advertisement or the booking confirmation or which contradict them or which modify the confirmed contents of the travel contract.

2.3 Information in hotel guides, brochures and similar directories, in particular also in the in-house brochures of the accommodation hosts, which are not published by **NeT GmbH**, are not binding for **NeT GmbH** and its performance obligations, unless they were made part of the performance obligations of the host via an express agreement with the guest.

3. Down payment / payment of balance

3.1 Tour operators and travel agents may only demand or accept payments for the tour price before the end of the package tour if a valid Customer funds insurance contract exists and the Customer has been issued the insurance certificate with the name and contact details of the customer funds insurer in a clear, understandable and highlighted² manner. After conclusion of the contract (receipt of the booking confirmation) and after handing over a security certificate, a deposit is to be paid, which will be credited to the travel price. It amounts, unless otherwise agreed upon and specified in the booking confirmation in individual cases, to 20% of the tour price.

3.2 The payment of the balance is due **21 days** before the start of the tour if no other payment date has been agreed upon in individual cases, the security certificate has been issued, and it is certain that the tour can no longer be cancelled for the reasons mentioned in Section 8 of these Terms. For bookings less than **21 days** before the start of the trip, the entire tour price is payable immediately.

3.3 Notwithstanding the provision in Sections 3.1 and 3.2, the obligation to issue a security certificate shall not apply if the contractual services do not include transportation from and to the holiday destination and it is agreed and noted in the booking confirmation that the entire tour price is only payable on-site after the end of the trip (end of the package tour).

3.4 As far as no contractual or legal right of withdrawal for the Customer exists and **NeT GmbH** is willing and able to provide the contractual services, the following applies:

a) If the traveller does not pay the deposit or the balance of the tour price or does not pay it completely on the agreed dates when the conditions of payability are met, **NeT GmbH** is entitled to withdraw from the contract after a reminder with a deadline and to bill the traveller for withdrawal costs as set out in Section 4 of these Terms. **NeT GmbH** is not entitled to these rights if the traveller is not responsible for the delay in payment.

b) Without full payment of the tour price, the Customer has no entitlement to the use of the travel services or the handing over of the travel documents.

4. Withdrawal by the Customer, rebooking

4.1 The Customer can withdraw from the trip at any time up until the start of the trip. To avoid misunderstandings, it is recommended that the withdrawal be declared in text form. The key date is the day of receipt of the declaration of withdrawal by **NeT GmbH** or the travel agent.

4.2 If the Customer withdraws before the start of the tour or does not commence the tour, **NeT GmbH** loses its claim to the tour price. Instead, **NeT GmbH** can demand an appropriate compensation, provided that **NeT GmbH** is not responsible for the withdrawal. XXX may not claim compensation if unavoidable, extraordinary circumstances occur at or in the immediate vicinity of the place of destination which significantly affect the performance of the package tour or the transport of persons to the destination; circumstances are unavoidable and extraordinary if they are not under the control of **NeT GmbH** and their consequences could not have been avoided even if all reasonable precautions had been taken³.

4.3 The amount of compensation is determined by the tour price less the value of the expenses saved by **NeT GmbH** and less what **NeT GmbH** acquires through other use of the travel services, which must be justified by the tour operator upon request by the Customer. The tour operator has determined the following compensation lump sums taking into account the period between the declaration of withdrawal and the start of the tour as well as taking into account the expected savings of expenses and the expected takings through other use of the travel services. The compensation will be calculated according to the time of receipt of the declaration of withdrawal as follows, with the respective cancellation scale:

| | |
|---|-------------------------------|
| Up to the 31st day before start of the trip | 10 % of the tour price |
| From the 30th to the 21st day before start of the trip | 20 % of the tour price |
| From the 20th to the 12th day before start of the trip | 30 % of the tour price |
| From the 11th to the 3rd day before start of the trip | 70 % of the tour price |
| From the 3rd day before start of the trip and no-show | 90 % of the tour price |

4.4 Taking out travel cancellation insurance as well as insurance to cover repatriation costs in case of accident or illness is strongly recommended.

4.5 The Customer has the right to prove to **NeT GmbH** that no costs or significantly lower costs than the aforementioned flat rates have been incurred by **NeT GmbH**. In this case, the Customer is only obliged to pay the lower costs.

4.6 A compensation lump sum as set out in Section **Fehler! Verweisquelle konnte nicht gefunden werden..** shall be deemed not to have been determined and agreed upon if **NeT GmbH** proves that **NeT GmbH** has incurred significantly higher expenses than the calculated amount of the lump sum as set out in Section **Fehler! Verweisquelle konnte nicht gefunden werden..** In this case, **NeT GmbH** shall be obliged to concretely quantify and justify the compensation claimed, taking into account the expenses saved and the takings from any other use of the travel services.

4.7 If, at the request of the Customer, changes are made after conclusion of the contract with regard to the travel date, accommodation, type of catering or other services (rebooking), **NeT GmbH** may, without any legal claim existing on the part of the customer to the performance of the rebooking and only to the extent that this is at all possible, charge a rebooking fee of € 15.00 up to the 32nd day before the start of the trip. Later rebooking is only possible via withdrawal from the travel contract and a new booking in accordance with the aforementioned withdrawal conditions. This does not apply to rebooking requests that incur only minor costs.

4.8 If **NeT GmbH** is obliged to refund the tour price as a result of a withdrawal, Section 651h (5) BGB remains unaffected.

4.9 The statutory right of the Customer to demand from **NeT GmbH**, in accordance with Section 651 e BGB (German Civil Code), by notification on a permanent data storage medium, that a third party enters into the rights and obligations of the package tour contract instead, remains unaffected by the above conditions. Such a declaration shall in all cases be considered timely if it is received by **NeT GmbH** 7 days before the start of the trip.

5. Obligations of the traveller, (notification of defects, termination)

5.1 The traveller shall undertake to immediately notify **NeT GmbH** of any defects that may occur and to demand remedy. Claims of the traveller shall only then not become void if the traveller fails to make a complaint incumbent on him through no fault of his own. However, the traveller can also bring the notification of defects to the attention of the travel agent through which he booked the trip. A notice of defects addressed to the service provider, in particular to the accommodation company, is insufficient.

5.2 If the trip is significantly impacted as a result of a defect in the travel service or if the traveller cannot reasonably be expected to undergo the trip as a result of such a defect for good cause which is recognisable to **NeT GmbH**, the traveller may terminate the travel contract in accordance with the statutory provisions (Section 651l BGB). If a Customer/traveller wishes to cancel the package tour contract due to a defect in the travel services of the kind described in Section 651i (2) BGB, provided it is substantial, pursuant to Section 651l

BGB, he is to set the tour operator an appropriate grace period for correcting this defect beforehand. This only does not apply if the tour operator refuses to perform the remedy or if immediate remedy is necessary.

5.3 The traveller is to assert claims pursuant to Section 651i (3) nos. 2, 4–7 BGB (German Civil Code) against **NeT GmbH** at the following address ⁴in the event of provision of the travel services that does not comply with the contract. The assertion can also be made through the travel agent if the trip was booked through this travel agent. The contractual claims listed in Section 651 i (3) BGB expire in two years. The statute of limitations begins with the day on which the trip should end according to the contract. An assertion in text form is strongly recommended.

6. Special obligations of the traveller for packages with medical services, spa treatments, and wellness offers

6.1 In the case of packages which include medical services, spa treatments, wellness offers or comparable services, it is the responsibility of the traveller to inform himself before placing the booking, before commencing the trip, and before making use of the services as to whether the corresponding treatment or services are suitable for him, taking into account his personal health disposition, especially any existing complaints or illnesses.

6.2 In this regard, without an express agreement, **NeT GmbH** does not owe any special medical information or instruction about the consequences, risks and side effects of such services. This relates in particular to medical information or instruction tailored to the respective traveller.

6.3 The above provisions shall apply regardless of whether **NeT GmbH** is only an agent of such services or whether they are part of the travel services.

7. Liability

7.1 The contractual liability of **NeT GmbH** for damages which do not result from the violation of an essential obligation, the fulfilment of which makes the proper execution of the contract possible in the first place, or the violation of which endangers the achievement of the purpose of the contract or which result from injury to life, body or health and which are not culpably caused, is limited to three times the tour price,

7.2 **NeT GmbH** shall not be liable for information and service disruptions in connection with services that are not main services which were contractually agreed upon and are not part of the package deal of **NeT GmbH** and are recognisable to the Customer and are described in the travel description or the booking confirmation and with the identity and address of the procured contractual partner as external services, or are merely procured during the stay as external services (e.g. spa and wellness services, sports events, theatre visits, exhibitions, excursions, etc.). Sections 651b, 651c, 651w and 651y BGB remain unaffected by this.

7.3 Insofar as services such as medical services, therapy services, massages or other curative treatments or services are not part of the package deal offered by **NeT GmbH** and are merely procured by **NeT GmbH** in addition to the booked package according to Section 7.2, **NeT GmbH** shall not be liable for the provision of services or for personal injury or damage to property. As far as such services are part of the travel services, **NeT GmbH** shall not be liable for a healing or curative success. Sections 651b, 651c, 651w and 651y BGB remain unaffected by this.

8. Withdrawal by NeT GmbH due to failure to reach the advertised minimum number of participants

8.1 **NeT GmbH** may, if the minimum number of participants is indicated in the specific tour description for a particular tour or in a general note in the travel brochure for all tours or in the tours specified therein, in the event that this minimum number of participants is not reached, withdraw from the travel contract up to **14 days** before the start of the tour, in cases where **NeT GmbH**

a) has, in the respective pre-contractual information, specified the minimum number of participants and the time by which the Customer must have received the declaration before the contractually agreed start of the trip at the latest, and

b) states the minimum number of participants and the latest cancellation deadline in the travel confirmation.

8.2 Cancellation must be declared to the Customer at the latest on the day specified to the Customer in the pre-contractual information and the travel confirmation. Should it already become apparent at an earlier point in time that the minimum number of participants cannot be reached, the tour operator must immediately exercise his right of withdrawal.

8.3 In case of withdrawal by **NeT GmbH**, the Customer shall be refunded payments made towards the tour price without delay, but in any case within 14 days after receipt of the withdrawal notice.

9. Services not used

If the traveller does not utilise individual travel services which **NeT GmbH** was willing and able to provide in compliance with the contract, for reasons attributable to the traveller, the traveller is not entitled to a proportional refund. **NeT GmbH** shall, however, if the amounts involved are not entirely minor, endeavour to obtain a refund from the service provider and refund corresponding amounts to the Customer as soon as and to the extent that the individual service providers have actually refunded them to **NeT GmbH**.

10. Special provisions relating to pandemics (in particular the Corona virus)

10.1 The Parties agree that the travel services agreed upon shall always be provided by the respective service providers in compliance with and in accordance with the official regulations and requirements applicable at the respective time of travel.

10.2 **The traveller agrees to observe appropriate regulations or restrictions on use of the service providers when using travel services and to inform the travel guide and the service provider immediately in the event of typical symptoms of illness.**

11. Information on alternative dispute resolution facilities; agreement on governing law and place of jurisdiction

11.1. With regard to the law on consumer dispute settlement, **NeT GmbH** hereby indicates that **NeT GmbH** shall not participate in any voluntary consumer dispute settlements. If consumer dispute settlements become obligatory for **NeT GmbH**, **NeT GmbH** shall inform the consumers of this in a suitable format. **NeT GmbH** refers to the European online dispute resolution platform <http://ec.europa.eu/consumers/odr/> for all contracts concluded in electronic commerce.

11.2. For travellers who are not nationals of a member state of the European Union or Swiss citizens, the exclusive validity of German law is agreed upon for the entire legal and contractual relationship between the traveller and **NeT GmbH**. Such travellers can bring suit against **NeT GmbH** exclusively at its registered office.

11.3. For suits brought by **NeT GmbH** against travellers or contractual partners of the travel contract who are merchants, legal entities under public or private law or persons who have their residence or habitual abode abroad, or whose residence or habitual abode is unknown at the time the suit is brought, the registered office of **NeT GmbH** is hereby agreed upon as the place of jurisdiction.

© Protected by copyright; Noll | Hütten | Dukic Rechtsanwälte, Munich | Stuttgart 2004 - 2021

Status of this version: October 2020

The following Guest Accommodation and Procurement Conditions apply to **contracts for accommodation with the hosts in the Nordeifel and their procurement by Nordeifel Tourismus GmbH!**

GUEST ACCOMMODATION AND PROCUREMENT CONDITIONS FOR HOSTS IN NORDEIFEL TOURISMUS GMBH

Nordeifel Tourismus GmbH hereinafter abbreviated to " NeT GmbH ", procures accommodation from **hosts and private landlords** (hotels, guesthouses, pensions, private rooms and holiday apartments), hereinafter uniformly referred to as "**hosts**", in *Nordeifel* corresponding to the current offerings. The following Conditions shall, as far as they are effectively agreed upon, become the content of the guest accommodation contract between the guest and the host in the case of a booking and, in addition to statutory regulations, govern the contractual relationship between the guest and the host and the procurement activities of **NeT GmbH**. **Hence, please read through these Conditions carefully.**

1. Status of NeT GmbH; scope of these Guest Accommodation Conditions

1.1. The following applies to all contracts concluded:

- a) **NeT GmbH** is the operator of the respective Internet presences or the publisher of corresponding host directories, catalogues, flyers or other print media and online presences, insofar as it is expressly designated there as the publisher/operator.
- b) As far as **NeT GmbH** procures services of the hosts (accommodation, meals and additional services of the hosts themselves), which do not constitute a substantial part of the total value of the services of the host and neither represent a substantial characteristic of the service range of the host or **NeT GmbH** itself, nor are advertised as such, **NeT GmbH** only has the status of an agent.
- c) **NeT GmbH** has, as an intermediary, the status of an agent or provider of associated travel services, provided that, according to the statutory provisions of Section 651w BGB, the prerequisites apply for **NeT GmbH** to offer associated travel services.
- d) Notwithstanding the obligations of **NeT GmbH** as a provider of associated travel services (in particular the handing over of the legally required form and implementation of the securing of customer funds in the case of collection activity on the part of **NeT GmbH**) and the legal consequences in case of non-fulfilment of these legal obligations, **NeT GmbH** is, in the event of the prerequisites as set out in b) or c) being met, neither a tour operator nor a contractual partner of the guest accommodation contract that comes into effect in the case of a booking. It is therefore not liable for the information provided by the host regarding prices and services, for the provision of the services themselves or for defects in the service.

1.2. The present Guest Accommodation Conditions apply, provided they were effectively agreed upon, to all bookings of accommodations where the basis for the booking is the host directory published by the **NeT GmbH**, or for bookings based on the corresponding offers on the Internet.

1.3. The hosts reserve the right to agree with the guest in individual cases on other terms of guest accommodation or provisions that deviate from or supplement the following Guest Accommodation Conditions.

2. Conclusion of contract, travel agent, information in hotel guides

2.1 By placing the booking, the guest, where applicable after prior **non-binding** information from the host about his accommodation and its current availability, offers the host the conclusion of the guest accommodation contract in a **binding** manner. The basis of this offer is the description of the accommodation and the additional information in the basis of the booking (e.g. description of the location, classification explanations), as far as these are available to the guest at the time of booking.

2.2 The guest's booking can be made via all booking methods offered by the host, i.e. orally, in writing, by telephone, by fax or by e-mail.

2.3 The contract is concluded upon receipt of the declaration of acceptance (booking confirmation) from the host or **NeT GmbH** as his representative. The declaration of acceptance does not require a specific form, such that verbal and telephone confirmations are also legally binding for the guest and the host.

2.4 In accordance with the legal obligations, the guest is informed that according to statutory regulations (Section 312g (2) sentence 1 no. 9 BGB), there is **no right of withdrawal** for guest accommodation contracts that were concluded in distance selling (letters, catalogues, telephone calls, e-mails, messages sent via mobile phone service (SMS) or similar), but instead only the legal provisions regarding the non-utilisation of rental services (Section 537 BGB) (see also Section **Fehler! Verweisquelle konnte nicht gefunden werden.** of these Guest Accommodation Conditions). A right of withdrawal exists, however, if the guest accommodation contract has been concluded outside of business premises.

2.5 As a rule, the host will send a written copy of the booking confirmation to the guest in case of oral or telephone bookings. However, the legal validity of the guest accommodation contract for such bookings does not depend on the receipt of the written copy of the booking confirmation.

2.6 As far as the host or **NeT GmbH** as his agent offers the possibility of a binding booking and procurement of the accommodation by way of electronic conclusion of a contract via an Internet platform, the following applies to this conclusion of contract:

- a) The online booking process is to be explained to the Customer via appropriate instructions. German is the only available language for the contract.
- b) The Customer can correct or delete individual details or reset the entire online booking form at any time by means of a correction option that is explained to him as part of the booking process.
- c) After completing the selection of the accommodation services desired by the Customer and the entry of his personal data, the entirety of the data, including all essential information on prices, services, additional services booked, along with any travel insurance selected, is to be displayed. The Customer will have the option to cancel the entire booking or to create a new one.
- d) By pressing the button "Confirm booking and pay", the Customer makes the host a binding offer for the conclusion of a guest accommodation contract. The pressing of this button therefore leads to the conclusion of a guest accommodation contract that will need to be paid for upon receipt of a booking confirmation from the host or **NeT GmbH** as the agent within the binding period. Placing the online booking and pressing the button "Confirm booking and pay" does not establish an entitlement on the part of the Customer to the conclusion of a guest accommodation contract. The host is free to accept or decline the contractual offer (the booking) from the Customer.
- e) If no booking confirmation is provided in real time, the host or **NeT GmbH** as the agent shall confirm the receipt of the booking by sending an electronic notification to the Customer without delay. This confirmation of receipt does not constitute a booking confirmation and does not constitute an entitlement to the conclusion of the guest accommodation contract according to the desired booking from the Customer.
- f) The guest accommodation contract is entered into upon the receipt of the booking confirmation by the Customer, which the host or **NeT GmbH** as the agent sends to the Customer in the form specified in the booking process by e-mail, fax or post.

2.7 If the content of the booking confirmation differs from the content of the booking, this constitutes a new offer from the host. The contract is concluded on the basis of this new offer if the guest declares acceptance by explicit declaration, down payment or payment of the balance, or the use of the accommodation.

2.8 Travel agents and booking offices are not authorised to enter into agreements, provide information or make assurances that change the agreed-upon content of the contract, exceed the services contractually promised by the host, or which contradict the accommodation and service description of the host.

2.9 Information in hotel guides and similar directories which are not published by **NeT GmbH** or the host are not binding for the host and his performance obligations, unless they have been made part of the host's performance obligations via express agreement with the guest.

3. Non-binding reservations

3.1 Reservations that are not binding for the guest, from which he can withdraw free of charge, are only possible with the corresponding express agreement with **NeT GmbH** or the host.

3.2 If no reservation that is not binding for the guest has been expressly agreed upon, then placing the booking as set out in Section 2 (Conclusion of contract) of these Conditions will generally result in a legally binding contract for the host and the guest/client.

3.3 If a non-binding reservation for the guest has been agreed upon, the desired accommodation will be kept available by the host with binding effect for the booking by the guest until the time agreed upon. The guest must inform **NeT GmbH** or the host by this time if the reservation is to be treated as a binding booking for the guest. If this does not happen, the reservation is cancelled without further notification obligations on the part of **NeT GmbH** or the host. If the notification is made in due time, a legally binding guest accommodation contract for the host and the guest comes into effect upon receipt by the host.

4. Prices and services, rebooking

4.1. The prices specified in the brochure are final prices and include statutory VAT and all additional costs, unless stated otherwise with regard to the additional costs. Tourism taxes may be incurred and specified separately, as well as fees for services charged according to consumption (e.g. electricity, gas, water, firewood) and for optional and additional services.

4.2. The services owed by the host result exclusively from the content of the booking confirmation in conjunction with the valid brochure or the property description, as well as from any supplementary agreements expressly made with the guest/client. The guest/client is advised to make supplementary agreements in writing.

4.3. For the performance of rebookings (changes regarding the type of accommodation, arrival and departure dates, length of stay, type of catering, additional services booked and other supplementary services), for which no legal entitlement exists, the host may charge a rebooking fee of €15 per change. This does not apply if the change is only minor in nature.

5. Payment

5.1 The due date of deposit and balance payments depends on the arrangements made with the guest or the client and noted in the booking confirmation. If no special agreement has been made, the entire accommodation price including the fees for additional costs and services is due for payment at the end of the stay and must be paid to the host.

5.2 The host may require a down payment after conclusion of the contract. Unless otherwise agreed upon in individual cases, it shall amount to 15% of the total price of the accommodation and additional services booked.

5.3 Payments in foreign currencies and by crossed cheques are not possible. Credit card payments and girocard payments are only possible if this has been agreed upon or is generally offered by the host via a posted notice. Payments at the end of the stay are not possible by bank transfer.

5.4 If the guest fails to make a down payment agreed upon or does not make it in full despite a reminder from the host with a grace period, the host is entitled to withdraw from the contract with the guest and to charge the guest for withdrawal costs as set out in Section 6 of these Conditions, provided that the host is willing and able to provide the contractual services himself and provided that the guest has no legal or contractual right of retention. The host is not entitled to these rights if the guest is not responsible for the delay in payment.

6. Withdrawal and no-show

6.1 In the event of a withdrawal or a no-show, the host continues to be entitled to payment of the price of the stay agreed upon, including the amount for meals and fees for additional services.

6.2 The host must attempt to otherwise make use of the accommodation in the course of its normal business activities, without any obligation to make a special effort and taking into account the specific character of the accommodation booked (e.g. non-smoking room, family suite).

6.3 The host shall have any other occupancy and, if this is not possible, any expenses saved credited.

6.4 ⁵In accordance with the percentages recognised by case law for the assessment of saved expenses, the guest or the client must pay the following amounts to the host, in each case based on the total price of the accommodation (including all ancillary costs), but without taking into account any public levies such as a tourist tax or visitor's tax:

- **For holiday apartments/accommodation without catering** **90%**
- **For overnight stays with breakfast** **80%**
- **For half board** **70%**
- **For full board** **60%**

6.5 The guest/client explicitly retains the right to provide proof to the host that the expenses saved are significantly higher than the deductions taken into account or that other use of the accommodation or other services has taken place. If such proof is provided, the guest/client only needs to pay the appropriate lower amount.

6.6 **Taking out travel cancellation and travel interruption insurance is strongly recommended.**

6.7 The declaration of withdrawal is to be addressed to **NeT GmbH** (not to the host) for technical booking reasons and should be made in writing in the interest of the guest.

7. Arrival and departure

7.1 The guest must arrive at the agreed time – without a special agreement no later than by 6 p.m.

7.2 The following applies for later arrivals:

The guest must inform the host no later than by the agreed time of arrival that he will be arriving late or, in the case of stays lasting multiple days, will only be occupying the booked accommodation on a subsequent day.

If timely notification is not given, the host shall have the right to otherwise allocate the accommodation. For the period where the accommodation is not occupied, the provisions in Section 6 apply accordingly.

If the guest provides notification of late arrival, he must pay the remuneration agreed upon, less the expenses saved by the host as set out in Sections 6.4 and 6.5, also for the unused occupancy time, unless the host is contractually or legally responsible for the reasons for the later occupancy.

7.3 The accommodation must be vacated by the guest at the agreed time – without a special arrangement no later than by 12 a.m. of the day of departure. If the accommodation is not vacated on time, the host may demand appropriate additional remuneration. The host reserves the right to assert further claims for losses.

8. Obligation of the Customer to report defects, bringing of animals, termination by the host

8.1 The guest is obligated to notify the host immediately of any defects and malfunctions that occur and to demand remedy. A notification of defects which is only made to **NeT GmbH** is not sufficient. If the notification of defects is culpably omitted, the guest's claims may be entirely or partially void.

8.2 The guest may only terminate the contract in the event of significant defects or disruptions. The guest must first set the host a reasonable grace period in the defect notice to take remedial action, unless remedial action is impossible or is refused by the host or if immediate termination is objectively justified by a special interest of the guest which is recognisable for the host or if for such reasons the guest objectively cannot be reasonably expected to continue his stay.

8.3 For the **bringing of animals**, the following applies:

Guests are only permitted to bring pets into the accommodation and accommodate them in it if the host states that such a possibility exists in its advertisement and an explicit arrangement has been made in this respect.

In making such an arrangement the guest must provide accurate information on the type and size of the pet.

Any breaches of this obligation may entitle the host to terminate the guest accommodation contract by way of extraordinary termination.

An unannounced bringing along of pets or incorrect information about type and size entitles the host to refuse to provide the accommodation, to cancel the guest accommodation contract and to charge cancellation costs as set out in Section 6 of these Conditions.

9. Limitation of liability

9.1 The liability of the host arising from the guest accommodation contract pursuant to Section 536a BGB for damages which do not result from the violation of an essential obligation, the fulfilment of which makes the proper execution of the guest accommodation contract possible in the first place, or the violation of which endangers the achievement of the purpose of the contract or which result from injury to life, body or health, is excluded, unless they are based on an intentional or grossly negligent breach of duty by the host or a legal representative or vicarious agent of the host.

9.2 Any proprietor's liability of the host for property brought into the accommodation under Sections 701 et seq. BGB remains unaffected by this provision.

9.3 The host shall not be liable for service disruptions in connection with services which, recognisably for the guest/client, are merely procured as third-party services during the stay (e.g. sports events, visits to the theatre, exhibitions, etc.). The same applies for external services which are procured together with the booking of the accommodation, provided that they are explicitly specified as being third-party services in the advertisement or booking confirmation.

10. Statute of limitations

10.1 Contractual claims of the guest/client against the host arising from the guest accommodation contract or **NeT GmbH** from the agency contract arising from injury to life, body, or health, including contractual claims for damages for pain and suffering based on their negligent breach of duty or an intentional or negligent breach of duty by their legal representatives or vicarious agents, shall lapse after three years. This also applies to claims for compensation for other damages due to a grossly negligent breach of duty by the host or **NeT GmbH** or due to an intentional or grossly negligent breach of duty by their legal representatives or vicarious agents.

10.2 All other contractual claims are subject to a limitation period of one year.

10.3 The statute of limitations according to the foregoing provisions shall begin in each case at the end of the year in which the claim arose and the guest/client became aware of circumstances which justify the claim and which the host or **NeT GmbH** as the debtor became aware of or would have had to become aware of in the absence of gross negligence. If the last day of the period falls on a Sunday, a general holiday recognised by the state at the place of declaration, or on a Saturday, the next working day shall take the place of such a day.

10.4 If there exist ongoing negotiations between the guest and the host or **NeT GmbH** over valid asserted claims or the circumstances justifying the claims, then the limitation period is suspended until the guest or the host, or **NeT GmbH** declines to the continuation of the negotiations. The aforementioned limitation period of one year shall begin no earlier than 3 months after the end of the suspension.

11. Special provisions relating to pandemics (in particular the Corona virus)

11.1 The Parties agree that the travel services agreed upon shall always be provided by the respective service providers in compliance with and in accordance with the official regulations and requirements applicable at the respective time of travel.

11.2 The traveller agrees to observe appropriate regulations or restrictions on use of the service providers when using travel services and to inform the travel guide and the service provider immediately in the event of typical symptoms of illness.

12. Information on alternative dispute resolution facilities; governing law and place of jurisdiction

12.1 With regard to the laws on consumer dispute resolution, the host and **NeT GmbH** point out that at the time of publication of these Guest Accommodation Conditions, participation in consumer dispute resolution is not obligatory for the host and **NeT GmbH**, and that the host and the **NeT GmbH** do not participate in voluntary consumer dispute resolution. If consumer dispute settlements become obligatory for the host and/or **NeT GmbH**, they shall inform the guest/consumer of this in a suitable format. The host and **NeT GmbH** refer to the European online dispute resolution platform <http://ec.europa.eu/consumers/odr/> for all contracts concluded in electronic commerce.

12.2 The contractual relationship between the guest/client and the host and/or **NeT GmbH** is governed exclusively by German law. The same applies for any other legal relationship.

12.3 As far as in the case of permissible legal actions of the guest/client against the host or **NeT GmbH** abroad for their liability, German law is not applied on its merits, German law is exclusively applicable with regard to the legal consequences, in particular with regard to type, scope and amount of claims of the guest's customers.

12.4 The guest or the client can only bring suit against the host or **NeT GmbH** at their registered office.

12.5 For legal actions brought by the host, or **NeT GmbH** against the guest/client, the residence of the Customer is decisive. For legal actions against guests or clients who are merchants, legal entities under public or private law or persons who have their residence/registered business location or habitual abode abroad, or whose residence/registered business location or habitual abode is not known at the time the action is filed, the place of jurisdiction is the registered office of the host.

12.6 The above provisions do not apply if and insofar as non-modifiable regulations of the European Union or other international regulations applicable to the contract are applicable.

The following Terms and Conditions apply to offerings in the online shop of Nordeifel Tourismus GmbH at (www.nordeifel-tourismus.de)!

Terms and Conditions for the online shop of Nordeifel Tourismus GmbH

Dear visitors to our online shop,

The following Terms and Conditions constitute, to the extent legally agreed in accordance with the statutory requirements, the content of the purchase contract or service contract concluded between you, hereinafter referred to as the "Customer", and Nordeifel Tourismus GmbH. **Please read these Terms and Conditions carefully before placing your order.**

1. Provider and seller of the goods/services; Definitions; Scope of these Terms and Conditions; contract language

1.1 The provider and seller of the goods and services with whom the contract is entered into in the event of the conclusion of contract is: **Nordeifel Tourismus GmbH**

Telefon: +49 (0) 2441. 99457-0

Telefax: +49 (0) 2441. 99457-29

E-Mail: info@nordeifel-tourismus.de

Geschäftsführerin

Iris Poth M.A.

Umsatzsteuer-ID-Nr.: DE265419030

1.2 The provider/seller shall be abbreviated to "**NeT GmbH**" in the following.

1.3 These Terms and Conditions apply to all purchase and service contracts which are concluded with **NeT GmbH** on the website www.nordeifel-tourismus.de. For the sake of simplicity, the terms "purchase contract", "goods/product" and "seller" are used uniformly in the following unless otherwise stated, even if the subject of the agreement is a service. These Terms and Conditions do not apply to package tour contracts, guest accommodation contracts for lodging services, city and guest tours and other services provided by **NeT GmbH** on this website as a separate service or as a travel agent.

1.4 These Terms and Conditions are displayed to the Customer during the online order process and can be printed out by the Customer and stored in a reproducible form using the button specified in the booking process.

A "consumer" within the meaning of these Terms and Conditions is any natural person who concludes a legal transaction for a purpose that cannot be attributed to their commercial or independent professional activity. An "entrepreneur" is a natural or legal person or a partnership with legal capacity who, when entering into a legal transaction, is acting within the scope of their commercial or independent professional activity. A legal partnership is a partnership that has the ability to acquire rights and liabilities.

1.5 In the case of contracts with **entrepreneurs**, these Terms and Conditions shall also apply as **contractual content for follow-up transactions** with no further express agreement or notice.

1.6 **Terms and conditions of companies as Customers**, in particular purchase conditions, are not valid, even if the Customer refers to these and/or **NeT GmbH** is aware of them, whereby **NeT GmbH** is not required to object to the applicability of these Terms and Conditions in general or in individual cases.

The sole available contract language is **German**.

2. Conclusion of the purchase contract, storage of the contract text

2.1 The presentation of the goods and services in the online shop does **not** represent a legally binding contract offer by **NeT GmbH** and is merely an unbinding invitation to the Customer to order goods. By ordering the required product in accordance with the following provisions, the Customer submits an **offer which is binding for the Customer** to conclude a purchase or service contract.

2.2 The submission of a binding contract offer by the Customer takes place in the following ⁶stages:

Selection of the required product

a) **Transfer of the details regarding the required product to the shopping cart**

b) **Entry of customer data or registration as a Customer**

c) **Entering information for payment**

d) **Summary of all entries by the Customer and all information about the goods and the terms of payment**

e) **Display of these Terms and Conditions and information about the right of withdrawal, consent of the Customer regarding the validity of these Terms and Conditions and confirmation of the notice of cancellation by the Customer**

f) **Binding order and transfer of the binding contract offer of the Customer by clicking the button "Buy now and pay"**

g) **Transfer of the confirmation of receipt of the Customer's order**

2.3 Before completing the order by clicking the "**Buy now and pay**" button, the Customer can use the "back button" on their Internet browser or the functionalities explained during the order to correct their entries or cancel the order process. The order can also be cancelled at any time by closing the respective Internet browser.

2.4 **NeT GmbH** shall immediately confirm receipt of any electronic orders from the Customer by sending an e-mail. This confirmation of receipt does **not yet constitute the acceptance of the Customer's contract offer** and shall not therefore result in the conclusion of the

purchase contract and does not form any basis for rights of the Customer to conclude a purchase contract in accordance with their wishes and order.

2.5 By clicking the "Buy now and pay" button and submitting a contract offer, the Customer is bound to this offer for **three working days**, unless an alternative period is agreed by **NeT GmbH** for the acceptance of the offer in individual cases.

2.6 The contract shall become legally binding either when the Customer receives an order confirmation in text form from **NeT GmbH** within the required period or when the Customer receives the ordered goods within this period or at the beginning of the execution of the services.

2.7 **NeT GmbH** shall store the contractual text of the order. It can be accessed and viewed by the Customer at any time according to the functionalities specified in the order process.

3. Prices, shipping costs

3.1 All prices quoted in the online shop are final prices and include statutory VAT. The prices stated at the time of ordering shall apply. These include the statutory value-added tax.

3.2 Price changes and contestations on the account of errors are reserved in accordance with the statutory provisions.

3.3 The sales prices valid at the time of delivery apply in the case of published products subject to controlled prices.

3.4 Shipping costs are as follows:

- a) For orders up to a value of € 20,00, the costs amount to € 3,00
- b) No shipping costs for orders over € 20,00
- c) The costs for special delivery methods and express deliveries requested by the Customer shall be borne by the Customer.
- d) A flat-rate shipping charge of € 7,00 applies to deliveries to foreign countries, regardless of the destination country.

3.5 If the Customer asserts their right of withdrawal, they shall cover the standard cost of returning the goods if the goods delivered correspond to the goods ordered.

4. Delivery, delivery time

4.1 Deliveries are made to the specified address. Delivery only available within Germany. We are unable to deliver products abroad.

4.2 If advance payment is agreed, **NeT GmbH** shall not ship the goods before receipt of payment.

4.3 In the case of advance payment, the period for delivery begins on the day after the payment order has been issued to the transferring bank or payment service provider by the Customer or, in the case of other payment methods, the day after conclusion of the contract, and ends upon expiry of the last day of the period. If the last day of this period falls on a Saturday, Sunday or public holiday at the place of delivery, the next working day shall take the place of such a day.

5. Payment, retention of title

5.1 Goods can be paid for by cash on delivery, credit card, (SEPA) direct debit, advance payment, PayPal or on account. **NeT GmbH** reserves the right to exclude certain payment methods in individual cases. We are unable to accept payments in cash or cheques.

5.2 In case of payment by direct debit, the payment shall be deducted after the shipment of the goods.

5.3 In the case of payment on account, the Customer is required to pay the invoice amount no later than 14 days after receipt of the goods in full with no deduction. The credit entry in the specified account of **NeT GmbH** is decisive for the timeliness of the payment.

5.4 When paying in advance, the Customer is required to transfer the invoice amount without any deductions to the specified account, stating the purpose of use (invoice and/or order number) within **7 days** after receipt of the order confirmation in accordance with Section 2.6. If the payment is not made within the specified period, even though **NeT GmbH** is prepared and in a position to duly deliver the goods and if the Customer does not have any statutory or contractual rights of withdrawal, **XXX** can declare its withdrawal from the contract following a reminder with a reasonable grace period.

5.5 The goods shall remain the property of **NeT GmbH** until full payment.

5.6 Following a second reminder and in the case of chargebacks for credit card payments or return debits for debit entries, **NeT GmbH** is entitled to request a flat-rate processing fee of € ... with the requirement that a claim by **NeT GmbH** for compensation in the event of further damages is not excluded and that the Customer remains entitled to provide evidence to **NeT GmbH** that no or significantly less damage has occurred than the asserted flat-rate processing fee. In the case of chargebacks for return debits and credit card debits, proven bank charges and fees of the credit card organisations must also be reimbursed as default damages in any case.

6. Right of withdrawal

1.1 If the Customer is a consumer, they have a **right of withdrawal** in accordance with the statutory provisions.

The right of withdrawal is **excluded**:

- a) in the case of the delivery of goods that are not prefabricated, if an individual selection or determination by the consumer is decisive for the manufacture of the product or if the goods are clearly tailored to the personal needs of the consumer,
- b) in the case of the delivery of goods that can spoil quickly or which have an expiration date which would expire in the near future,
- c) in the case of contracts for the delivery of sealed goods that are not suitable for return for reasons of health or hygiene if their seal has been removed after delivery,
- d) in the case of the delivery of sound or video recordings or computer software in a sealed package if the seal has been removed after delivery,
- e) subject to sentence 2 of Section 312g (2) of the German Civil Code (BGB), in contracts for the provision of services in the areas of accommodation for purposes other than habitation, transport of goods, car rental, supply of food and beverages and other services related to leisure activities if the contract stipulates a specific date or period for the provision,
- f) in the case of the delivery of newspapers, magazines or magazines other than subscription contracts,

1.2 Please note the following **information about your right of withdrawal below and additionally by following the link.**

7. Warranty

7.1 In the case of contracts with **consumers**, the statutory warranty provisions apply to all of the goods and services offered in the shop.

7.2 In the case of contracts with **Customers who are companies**, the following applies:

a) Rights in the case of obvious defects of the goods, including obvious incorrectness or incompleteness of the delivery, only exist if the Customer informs **NeT GmbH** about the defect within two weeks after receipt or delivery in text form, using the address provided in the invoice/delivery note. The timely dispatch of the complaint is sufficient for compliance with the deadline.

b) Rejected goods are to be returned carriage paid upon request. If the complaint proves to be justified, the Customer shall be reimbursed the freight or other transport costs.

- c) For all other defects which occur during the statutory warranty period of the purchased goods, the statutory rights for repair, removal of defects, re-delivery and, in the case of applicable special statutory requirements, the extended claims for reduction and/or damages shall apply in accordance with the Customer's choice.
- d) The warranty period is one year.

8. Liability of NeT GmbH

8.1 NeT GmbH is liable for defects and delivery delay

- a) at the full amount of damage in the case of **intent, gross negligence and damage to life, body or health,**
- b) on the basis of the cause in the case of **all culpable violation of essential contractual obligations,**
- c) apart from these obligations, subject to their merits also on the basis of the **cause for intent and gross negligence by ordinary vicarious agents,**
- d) whereby the amount in each case pursuant to b) and c) is **only for compensation of typical, foreseeable damage**

8.2 Liability for intent, warranty, malice and for personal injury in addition to liability according to the Product Liability Law [*Produkthaftungsgesetz*] remains unaffected by these provisions.

8.3 In the case of claims based on damages which have been caused by **NeT GmbH**, its legal representatives or vicarious agents, **NeT GmbH** is liable without limitation in all cases

- In the case of injury to life, body or health
- In the case of an intentional or grossly negligent breach of duty
- In the case of a promise of guarantee, if agreed, or
- To the extent that the scope of application of the Product Liability Act applies.

8.4 In the event of a breach of essential contractual obligations which must be fulfilled for the proper execution of the contract and compliance with which the contractual partner is generally able to rely on (cardinal obligations) as a result of minor negligence on the part of **NeT GmbH**, its legal representatives or vicarious agents, liability is limited to the amount foreseeable at the time of conclusion of the contract, the occurrence of which should typically be expected.

8.5 Any further claims for damages are hereby excluded.

9. Data protection; storage, deletion and correction of Customer data; information about stored data

9.1 During the initiation, conclusion, settlement and rescission of a purchase contract, **NeT GmbH** collects, stores and processes data within the scope of the statutory provisions. More information on your rights can be found in the Data Protection Notice at www.nordeifel-tourismus.de/Datenschutz/

9.2 When visiting **NeT GmbH**'s online shop, the current IP address used by the Customer's PC will be logged.

9.3 The Customer's personal data is used and processed exclusively for correspondence with the Customer and exclusively for the purpose of processing the order. This data is only forwarded to any shipping companies commissioned with the delivery, to the extent necessary for the delivery of the goods. The payment details are forwarded to the referred bank to process the payment.

9.4 Unless explicitly agreed otherwise by the Customer for future use of the data, it shall only be stored until completion of the order or any rescission of the contract. If any commercial or tax retention periods are required for specific data, in particular order confirmations and invoices, the data may be stored for a longer period of up to ten years.

9.5 The Customer has the right to request the deletion, correction or blocking of their data at any time, or declare the withdrawal of any consent previously given. The Customer is entitled to obtain information about all personal data stored about them at any time. More information about the Customer as a data subject can be viewed in **NeT GmbH**'s Data Protection Notice here: www.nordeifel-tourismus.de/datenschutz. Corresponding requirements for information requests, erasure, correction or amendment are to be sent to **NeT GmbH** using the address provided in Section 1.1 with communication details.

10. Applicable law, place of jurisdiction, information on consumer dispute resolution; Miscellaneous

10.1 German law applies exclusively to the entire legal and contractual relationship between **NeT GmbH** and the Customer. This choice of law only applies to consumers to the extent that it does not restrict or exclude any mandatory statutory provisions of the state in which the consumer has their domicile or habitual residence.

10.2 If the Customer is **not a consumer**, the exclusive place of jurisdiction for any disputes arising from the legal and contractual relationship between **NeT GmbH** and the Customer is the registered office of **NeT GmbH**.

10.3 With regard to the law on consumer dispute settlement, **NeT GmbH** hereby indicates that at the time of publication of these T&Cs, **NeT GmbH** is not obliged to take part in consumer dispute settlements, and **NeT GmbH** shall not participate in any voluntary consumer dispute settlements. If consumer dispute settlements become obligatory for **NeT GmbH**, **NeT GmbH** shall inform the consumers of this in a suitable format. **NeT GmbH** refers to the European online dispute resolution platform <https://ec.europa.eu/consumers/odr/> for all contracts concluded in electronic commerce.

10.4 Should any of the above-mentioned provisions or other agreements be or become invalid within the scope of the purchase contract, this shall not affect the validity of the remaining provisions or the contract as a whole. The provisions of Section 306 (3) BGB remain unaffected.

Information about your right of withdrawal for the purchase of goods

INFORMATION ABOUT YOUR RIGHT OF WITHDRAWAL

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without specifying reasons.

The withdrawal period is fourteen days from the day on which you or a third party designated by you, who is not the carrier, takes possession of the goods.

In order to exercise your right of withdrawal, you must inform us der Nordeifel Tourismus GmbH, Bahnhofstr. 13, 53925 Kall, Tel.: +49 (0) 2441. 99457-0, Fax: +49 (0) 2441. 99457-29 oder E-Mail: info@nordeifel-tourismus.de

by means of a clear statement (e.g. a letter sent by post, fax or e-mail) about your decision to withdraw from this contract. You may use the attached sample withdrawal form for this purpose, but this is not necessary.

In order to comply with the withdrawal deadline, it is sufficient that you send the notification that you are exercising the right of withdrawal before the end of the withdrawal period.

Consequences of the withdrawal

If you withdraw from this contract, we shall reimburse you for all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a different type of delivery than the cheapest standard delivery offered by us), immediately and at the latest within fourteen days from the day on which we receive notification of your withdrawal from this contract. For this refund, we will use the same means of payment that you used for the original transaction, unless expressly agreed upon otherwise with you; under no circumstances will you be charged for this refund. We may refuse to make the refund until we have received the goods returned or until you have provided proof that you have returned the goods, whichever is earlier.

You must return or hand over the goods to us without delay and no later than within fourteen days from the day you notify us of the withdrawal from this contract. This period shall be deemed to have been observed if you dispatch the goods before the expiry of the fourteen-day period.

You shall bear the direct costs of returning the goods. The costs of returning goods that cannot be sent by parcel post are estimated at a maximum of approximately €75.00.

You will only have to pay for any loss in the value of the goods if this loss in value is due to handling of the goods that is not necessary for testing the condition, properties and functionality of the goods.

Information about your right of withdrawal for a contract regarding the provision of services

INFORMATION ABOUT YOUR RIGHT OF WITHDRAWAL

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without specifying reasons.

The withdrawal period is fourteen days from the day the contract is concluded.

In order to exercise your right of withdrawal, you must inform us der Nordeifel Tourismus GmbH, Bahnhofstr. 13, 53925 Kall, Tel.: +49 (0) 2441. 99457-0, Fax: +49 (0) 2441. 99457-29 oder E-Mail: info@nordeifel-tourismus.de

by means of a clear statement (e.g. a letter sent by post, fax or e-mail) about your decision to withdraw from this contract. You may use the attached sample withdrawal form for this purpose, but this is not necessary.

In order to comply with the withdrawal deadline, it is sufficient that you send the notification that you are exercising the right of withdrawal before the end of the withdrawal period.

Consequences of the withdrawal

If you withdraw from this contract, we shall reimburse you for all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a different type of delivery than the cheapest standard delivery offered by us), immediately and at the latest within fourteen days from the day on which we receive notification of your withdrawal from this contract. For this refund, we will use the same means of payment that you used for the original transaction, unless expressly agreed upon otherwise with you; under no circumstances will you be charged for this refund.

If you have requested that the services commence during the withdrawal period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided by the time you notify us of your exercising of the right of withdrawal with respect to this contract as compared to the total scope of services provided under the contract.

Sample withdrawal form

SAMPLE WITHDRAWAL FORM

(If you wish to withdraw from the contract, please fill out this form and return it to us.)

To

Nordeifel Tourismus GmbH
Bahnhofstr. 13
53925 Kall
info@nordeifel-tourismus.de

Fax: +49 (0) 2441. 99457-29

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 consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only for communication on paper)

Date

(*) Delete as applicable.