



1. Booking

All offers made by Auto Alig Verkehrsbetrieb GmbH are without obligation, if not specified in writing. The transport contract only takes effect after your expressed acceptance of our offer and our reconfirmation. Your acceptance as well as our reconfirmation is possible in writing, verbally or by telephone.

2. Scope

- 2.1 The scope of services to be delivered by us is specified in the written confirmation of your booking enquiry.
- 2.2 Additional services incurred during performance of the contract, such as route changes, detours, initial routes of more than 10 km, are billed separately.
- 2.3 If not agreed otherwise during the order, only one driver is deployed, who may only work under observance of legal driving and rest hours.
- 2.4 The price refers only to the specified services. Additional services occurring due to changed customer wishes or circumstances outside of our scope of responsibility are not included in the price.
- 2.5 The luggage to be loaded by the driver must not exceed 20 kilograms per person. We reserve the right to additional charges for overweight luggage. All objects (e.g. bulky luggage) are only permitted in the passenger space if damage to the vehicle or security hazards are excluded.

3. Withdrawal and cancellation

- 3.1 Should you withdraw from a closed transport contract or if you do not make use of the transport service, we may demand reimbursement for our preparations and expenses.
- 3.2 We estimate our compensation claims according to our average saved expenses and the possible other uses of our vehicles, unless you can specifically prove that our damages were lower.
- 3.3 Provided vehicles (calculated as follows in case of cancellation):
 - a) General fee for travel coach (more than 6 people) € 60.00 up to 31 days before departure.
 - b) General fee for automobile (up to 6 people) € 30.00 up to 31 days before departure.
 - c) 30 days up to 24 hours before the journey on work days – 50% of transport price (minimum € 30.00 for automobile / € 60.00 for coach)
 - d) 30 days up to 48 hours before the journey on sundays or holidays – 50 % of transport price (minimum € 30.00 for automobile / € 60.00 for coach)
 - e) 100 % of agreed transport price if cancellation times according to 3.3 c) and d) are not observed. Advance payments made by the customer in excess of this are to be reimbursed by the carrier immediately.

4. Liability

- 4.1 According to commercial due diligence, we are liable for:
 - Diligent preparation of order performance
 - Diligent selection and supervision of driving staff and vehicles to be used.
- 4.2 Our liability for property damage is limited to € 1,000.00 for each traveler, unless damage to a passenger is not caused by our intent or gross negligence, or if we alone are responsible for the damage to a passenger.
- 4.3 Our liability for the injury or death of a passenger is subject to general legal provisions.
- 4.4 We assume no liability for lost or damaged luggage, since it is subject to passengers' supervision.
- 4.5 We are only liable for luggage stored in the coaches during the journey. We are not liable for damage after the luggage is

handed over to the passengers – also in case of journey interruptions.

- 4.6 Furthermore, we are not liable for damages caused by the passengers themselves or by natural disasters, strikes or *force majeure*.
- 4.7 Schedule deviations due to traffic interruptions, operational disruptions or interruptions and lack of space are no grounds for claims to compensation; therefore, we also take no responsibility for passengers being in time for connection journeys.

5. Registration term and statute of limitations

- 5.1 In order for us to review the claims brought against us, you must submit them to us within one month after the contractual end of the journey. After expiration of this term, you can only enforce the claim, if you were prevented from doing so by no fault of your own.
- 5.2 Claims from the transport contract expire after two years. The statute of limitations begins with the onset of the claim.
- 5.3 The statute of limitations is also subject to general regulations.

6. Vehicle failures

In case of a vehicle failure, we have the right to provide a different mode of transport; this includes rail transport. Equivalent vehicles by other companies may be used.

7. Prices and rates

- 7.1 The contractual transport fee, as well as the official rates, are exclusive of the applicable value added tax. In Germany, this is currently 7% for public commuter traffic and 19% for other orders. The value added tax duty ends at the German border for international journeys.
- 7.2 We charge the following fees for waiting times and reservations:
 - Coach: € 150.00 per hour
 - Automobile: € 95.00 per hour
- 7.3 For orders by new customers or above a certain contract volume, we reserve the right to demand an advance of up to 100% of the contractual transport fee. An agreed advance must be paid at the latest when the journey begins, otherwise we reserve the right to cancel the entire order.
- 7.4 Fees for highways, ferries, tunnels, etc. are billed separately. Our transport prices generally do not include such fees. This also includes passenger tickets for ferries, unless we explicitly included them in the travel fee.
- 7.5 Tour guides (also multilingual ones) are paid according to the local rates of the transport offices.
- 7.6 Our invoices must be paid within 10 days of issue. Late payments incur the customary bank interest charges.

8. Passport, visa, customs, currency and health regulations

- 8.1 The passenger is responsible for observance of passport, visa, currency, customs and health regulations. Disadvantages resulting from nonobservance of regulations are borne by the passenger, also if these regulations are changed after the booking.
- 8.2 If a border crossing is delayed due to invalid or incomplete identity documents, the coach is not required to wait longer than intended.
- 8.3 Dutiable items must be brought through customs by the passengers themselves. They must not be left in the coach upon entry into the Federal Republic of Germany / the EU.



9. Duties of the customer and the passengers

- 9.1 Orders by the drivers and attendants must be observed. The attendants are authorized to exclude obviously intoxicated passengers or those who pose a security threat. In such a case, there is no claim to alternative transportation.
- 9.2 Each passenger is required, within the legal boundaries, to undertake all reasonable efforts in case of service disruptions to contribute to avoiding such disruptions and to minimize or even prevent any incurred damage.
- 9.3 The passengers are liable for damage and disproportional dirt they cause to the vehicle.

10. Jurisdiction

The jurisdiction for registered business people, for people whose general jurisdiction is not in Germany and for people who changed their address or usual residence to another country or whose address or usual residence is not known at the commencement of proceedings shall be Offenbach am Main, Germany.

11. **Additionally** to these General Terms and Conditions, the latest valid version of the "Ordinance about General Transport Conditions for Streetcar and Autobus Travel and Public Transport with Automobiles" ("Allgemeine Beförderungsbedingungen für Straßenbahn- und O-Bus-Verkehr sowie den Linienverkehr mit Kraftfahrzeugen") of February 27, 1970 (Bundesgesetzblatt 1, p. 230) shall apply.

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