

# **Terms and Conditions (GTC) of Service Cologne Limousine GmbH (SCL) status in July 2016**

## **§ 1 General**

The business relationship between Cologne and service to customers of transport services offered by SCL in the personnel and equipment transport the Conditions listed below apply. versions of these terms are reserved. The current version of the Conditions will be published on the Internet, is available at the offices of the SCL. It is valid at the time the contract is concluded and at continuing obligations at the time of ordering the transport service current version of the GTC. Differing or contrary terms and conditions are only valid if SCL has to accept in writing.

## **§ 2 Contract and cancel the contract**

1. SCL takes motion tasks verbally, by telephone, fax, in writing or online to the current conditions on which she has published at the time of order on publications or the Internet. To conclude the contract occurs only if SCL either this order has been confirmed in writing in advance or when the journey will actually occur. If the acceptance of an order to be made on the basis of a printing, arithmetic or clerical error, to SCL reserves the right to withdraw.

2. The appointment trips to the airport or train station or port or pick from airports, ships or stations, a certain pick-up time will be agreed. In these cases, service must reach Cologne schedule changes by the customer in good time to note that the parties, where appropriate, an amendment to the pick-up time can be agreed. Otherwise, thereby resulting latency / overhead is imposed on the customer. Pick-ups from airports can, unless a specific pick-up time has been agreed, refer to the arrival of certain flights. In this case, it is for the customer, SCL the flight details, in particular the flight number and name of the person to be retrieved or a company logo for the pick-up plate after which fetched people react to communicate. Contractual requirement is always the pickup at the time of scheduled arrival, unless the customer notifies the SCL the changed arrival time with or it was reasonable and possible for SCL, to be timely informed about the exact time of arrival.

3. will withdraw an order before traveling date confirmed in writing by the customer, the following cancellation fees apply:

- a) to 2 days before the trip date 20%
- b) up to 1 day before the agreed date of travel 50% of
- c) less than 3 hours prior to the trip date (short-term or missed cancellation) 100%

the respective estimated fare. SCL reserves for the calculation of cancellation charges the right to decide at its own discretion whether or cancellation fees within the mentioned guidelines are to be collected or not, the above regulations the cancellation fees apply in cases follow anyway.

## **§ 3 Prices**

1. All prices are, unless stated otherwise, in EURO and excluding VAT at the statutory rate and plus expenses and possible traffic route use charges (ferries, - highway - and tunnel tolls, etc.). Old price lists have lost with the release of a new valid.

2. Price changes are permissible if the period between contract and the agreed travel date is more than four months. If in the aftermath to the provision of the service, the wages, material costs, market related cost prices, so SCL is entitled to increase the price appropriately according to the cost increases. The customer is entitled to withdraw if the price increase exceeds the increase in the general cost of living between order and delivery by more than 25%.

3. For all fixed-price agreements the mathematically shortest / cheapest route is used. If due to special traffic events or customer demands a longer distance driven / spent more time will be

charged according to applicable terms of service Cologne.

#### **§ 4 Carriage of persons and property**

1. The customers at any time to act so that the safety of the vehicle and the driver, their own safety and the safety of other passengers as well as other third parties will not be compromised. You are responsible for compliance with safety belts for themselves and for the supervision and compliance with the duty to maintain safety in their accompaniment of underage persons and for the supervision and proper backup entrained animals. Passengers are required to ensure that they or them be located in their accompaniment underage vehicle doors open only when prompted by the driver. Passengers and their accompanying persons are nonetheless obliged to consider whether to open the doors without risk. In case of damage liable customer and / or the accompanying person for any damage caused by them.

2. The selection and equipment of the vehicle is free of Service Cologne. Customers who make reference to specific transport needs, in particular because of health requirements, or arrival dates when ordering and when driving off.

3. For distance-based fare calculation is the fixed basis for laying route on customer before departure together with the customer, with distance-related fares, particularly in collecting trips SCL is to decide the route.

4. Mitgenommene baggage and carried in the company of animals during transport are in the care of the customer, even if SCL certainly like assists in the proper charge and fuse. If a load securing is not possible or objects can be loaded only at the cost of risk to the driver or vehicle, such items may be excluded from carriage.

Luggage and other battered things should be supervised by the passenger himself. SCL is not liable for theft or damage and therefore strongly recommends to take out a baggage insurance. The passenger is liable for all damage caused by objects carried by him stuff.

5. Food be transported in closed containers. An opening such containers, or enjoyment of food or the like is prohibited while driving without the express consent of SCL.

6. For acquisition of Transport suitable Courier items will examine this only at the express request of the customer to be exhaustive SCL. To this end, the customer must submit a written confirmation of receipt upon acceptance. Courier items is loaded and secured by SCL in an appropriate manner. If, when delivery of the goods at the courier destination a minor amount or a defect to the confirmed acceptance confirmation, this is the SCL when delivery is notified in writing, stating the nature and extent of the damage.

#### **§ 5 due date and payment, default and extended lien**

1. The fare for services is due at delivery and will be payable in cash. Exception of those contracts for which a different written agreement has been made in advance. The method of payment direct debit from the customer is from at least 25, - Euro on presentation of a Maestro card possible credit cards are accepted as payment only by the providers MasterCard, VISA or AMEX.

2. If invoice customers to make payments for services within 14 days of receipt of service-based invoice. Deductions and other payment deadlines require the express written agreement. 3. The payment is only considered complete when SCL can have unlimited of the amount. Checks and bills of exchange shall apply only after unconditional cashed.

4. If the customer is in default of payment, Cologne Service is entitled to charge interest amounting to 8% pa to demand above the base rate. If SCL is proof that it is a higher default damage, SCL is also entitled to make this claim (§ 288 para. 3 BGB).

## **§ 6 Warranty, Liability and Limitation of Liability**

1. Normal wear and tear to transport goods, luggage, etc. is covered by the warranty. Suitcases, bags and other transport containers are during transport through SCL in proper use and are subject to natural wear during this promotion. In addition, paint damage from SCL transported wheelchairs, prams or the like cannot be ruled out even with proper loading and transport and are therefore to be regarded as normal wear and tear as well.
2. Courier items which is conveyed without personal support of the customer is excluded from the warranty, so not before boarding an appropriate confirmation of receipt (see §. 4 paragraph 6) was countersigned by SCL.
3. Possible warranty claims damages of cargo are relative to bring SCL immediately when traveling to their attention. 4. Customers are responsible for any bodily injury or property damage arising out of the own consumption of food or the like in the vehicle, even if they have this enjoyment was permitted by the staff of the Service Cologne.
5. SCL liable for damages incurred by the customer through untimely departure or arrival at destination, only when (1) the observance of a specific departure of the arrival time between Cologne and the customer service was previously expressly agreed in time and (2) the Power failure is not caused by natural disasters, unforeseen technical faults, traffic jams or accidents or for reasons that lie within the sphere of clients. This is especially true at the airport rides. SCL also not liable if the customer has determined the departure or arrival time and even this ordinary trip delays has disregarded some of the dust etc. In particular, short-term schedule changes or a relative to the scheduled arrival early or late arrival of the customer does not release it from its obligation to perform.
6. Warranty arising from scheduling performance deficiencies are eventually excluded if they are not made in writing within 14 days of the performance.
7. Liability of SCL for damages that are not bodily harm or health shall be limited to twice the ticket price if the damage of the customer is neither intentional nor grossly negligent caused by Service Cologne.
8. The customer is liable under the statutory provisions for all damage he has property or physical injury. This also applies to damages caused by minor escorts, animals or carried goods in transit, which occur due to health reasons or negligent, the property of SCL or third persons. This applies in particular also for damages caused by pollution caused by vomiting, incontinence, carried food or the like. When estimating such damage SCL in addition to the removal and loss of profits due to failure damage will assert that, arise from purification, ventilation or drying.

## **§ 7 Data Protection**

SCL collects processes and uses operation - and personal data in accordance with statutory provisions. The customer agrees to the collection, processing and use of his personal data (§ 4 para. 1 of the Federal Data Protection Act).

## **§ 8 Applicable law, place of performance and jurisdiction**

By placing an order or booking, the Terms of SCL are considered as accepted. German law applies. The place of fulfilment and jurisdiction for all legal matters is Cologne.

## **§ 9 Severability**

If provisions of the contract or of these terms and conditions or a provision recorded in the future be fully or partially invalid or unenforceable, or lose their legal validity or feasibility later, this shall not affect the validity of the remaining provisions. The same applies if it turns out that there is a loophole. The parties agree that in place of the invalid or unenforceable provision or to fill the loophole, an appropriate regulation shall enter, to the extent legally possible, comes closest to what they have wanted or after the sense and purpose of the contract would have wanted, if the invalidity, unenforceability or gap would have been known. This also applies if the invalidity of a provision is based (deadline or date) as prescribed in the agreement on a measure of performance or time; it should then the intended coming as close as possible, legally permissible measure of performance or time as agreed (July 2016).

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