

## Carriage Conditions and Sidenotes

General contractual ancillary provisions between Absolute Touring GmbH and the customer, as well as all companies associated with Absolute Touring GmbH. These ancillary provisions form part of the contract in relation to the provision of tour services and tour bus hire.

### 1. Additional kilometre charges

Kilometre charging shall take place to the best of our knowledge and belief and on the basis of the information provided by the customer. Kilometres shall be charged from/to Mönchengladbach. Should additional kilometres arise, these will be charged at the rate of 1.50 euros (double decker) and 1.00 euros (single decker) per kilometre travelled. Any unused kilometres will not be refunded.

### 2. Pick up and drop off

Should only one pick-up location have been specified, we will assume that this is a central pick-up point. Should travel to further pick-up points be necessary, the additional costs incurred shall be charged. The same shall apply to drop-off points.

### 3. Increase in fuel prices

Calculation of the total price includes fuel costs at the market price at the time of preparation of the offer. However, should fuel prices increase by more than 5 % in the period of time preceding the beginning of the order, subsequent billing according to MZES shall be permitted. The amount of subsequent billing shall take place on the basis of an average consumption of 40 litres of fuel per 100 km. Sample calculation:

Price increase of 5 cents per litre. 400 kilometres per day = 160 litres of fuel. Price increase for the customer: 8 euros per day.

### 4. Tolls, road charging etc.

Costs for city tolls, congestion charging, parking fees, environmental charges, environmental zone charges, passing tunnels subject to charging, toll bridges, as well as tolls and "passage fees" in the former Eastern Bloc states are not included in the calculation and will be charged for separately. The costs shall be paid in CASH to the driver on presentation of receipts.

### 5. Visas and visa costs

The customer shall be responsible for all visas and the associated costs.

### 6. Driver's catering

The catering agreements as set out in [www.mz-promotion.de/catering\\_de.pdf](http://www.mz-promotion.de/catering_de.pdf) shall apply. Please take notice of this document!

The document mentioned above forms part of the contract.

### 6a. Driver's day off and accommodation

Unless agreed to the contrary, on days off, the driver shall be entitled to accommodation in a hotel of at least three stars. Should this not be possible (for example due to remoteness), a buy-out of 80.00 euros per overnight stay must be paid.

As a rule, the driver shall be entitled to the equivalent accommodation as enjoyed by the passengers.

### 7. Parking

For the duration of the tour, the vehicles require a free of charge secure parking space for all times outside of the travelling time. It is recommended to commission security personnel at venues in order to avoid break-in and vandalism. Any damage caused during the period of the tour shall be at the expense of the customer and must be paid directly. Parking fees shall be met by the customer. Any possible fines due to parking infringement shall be paid by the customer. As under certain circumstances "parking tickets" are not issued abroad, the customer must provide a deposit in respect of parking and loading in areas where parking is forbidden. It can take up to a year for parking offences committed abroad to be enforced. Therefore, it is recommended to provide a credit card number in this respect which is valid for at least a year following conclusion of the tour. Should this not be possible, the driver must collect a cash deposit.

### 7a Access to parking space

The access must be suitable for a vehicle of the size of a tour bus. Should a safe access not be guaranteed, a replacement parking space must be provided. If no electrical connection is possible there, the driver will receive a hotel and catering buy-out. The term "safe access" shall be determined solely by the driver. The customer shall not be permitted to take part in the decision making in this respect in any way.

### 8. Electrical connection

A 16-A-1 phase connection must be made available at all times outside of travelling time (in cases of buses with stationary air conditioning, a 32-A-3 phase connection must be made available for use of the air conditioning). Should no electrical connection be able to be made available, use of the bus in a stationary position is not possible. Should the customer wish to keep the engine running whilst the vehicle is stationary, the costs for the stationary running engine of 20.00 euros per hour plus value added tax must be paid by the customer.

The customer shall be liable in respect of an unsatisfactory electrical connection and the resulting damage (for example assistance with starting by an external company, defective air conditioning compressor, etc.).

### **9. Trailers and transport**

Objects of property in the trailer shall be insured by the customer. In addition, the customer shall ensure that customs and transport regulations are complied with. The maximum weight for a trailer in Europe is 2500 kg. The trailers have an unladen weight of 1000 kg. This allows a load capacity of 1500 kg.

A trailer merely represents an additional service under the contract of passenger transport. The customer shall bear responsibility for the load in relation to road traffic regulations. This also applies to all resulting penalties and fines, etc.

We are not in a position to constantly monitor the cargo and loading of the customer. All of our trailers are maintained to the best extent possible. However, should a trailer fail, the customer must organise further transportation of the contents of the trailer at his own expense. Should a trailer be overloaded, the customer shall immediately ensure that the weight is reduced in line with legislation. The costs shall be met by the customer. Any damage to the trailer due to incorrect loading or overloading shall be paid for by the customer.

### **10. Number of persons**

The number of persons travelling is limited by the contract as well as by the design of the vehicle. The customer shall ensure compliance. Should more passengers travel in the vehicle than is permitted, the customer shall ensure that the said persons leave the vehicle immediately. The customer shall be liable in respect of damage. The surplus passengers are not insured! Costs due to overcrowding shall be met by the customer.

### **11. Insurance**

Under no circumstances will liability be assumed in respect of valuables in the vehicle! Furthermore, damage to property due to defects in the vehicle is not insured. The customer is strongly advised to take out their own insurance in respect of valuables. We are not liable for break-ins to the vehicle, as the contractual partner is required to take the relevant security measures to avoid this. Normal luggage of the customer is insured to a liability limit of 1000 euros per person. In particular, this does not include technical or electrical equipment. We also assume no liability in respect of damage to so-called backlines or to merchandise. The customer must arrange their own insurance in respect of backlines and merchandise.

### **12. Responsibility for damage**

The passengers shall be liable for damage caused to the vehicle, with the exception of damage due to normal wear and tear or defective technical parts. In respect of damage, a reasonable repair sum must be paid, alternatively a valid credit card number must be provided.

### **13. Travelling time and travelling time regulations**

Driving period regulations apply in respect of the driver. These prescribe a long break each day (11 hours at a time). For this reason, it is not possible for the driver to operate hotel shuttles for example. The customer is asked to bear this in mind and to discuss their requirements with the driver and MZES in advance. The cost of tours is calculated on the basis of only one driver, as well as a second driver for excessively long distances. Since April 2007, new regulations have been in force in relation to driving time and rest periods. Each driver must have 24 hours of rest following 6 and 12 driving days. The customer shall ensure that this is possible. Following a further 6 days, the driver must have 45 hours of rest. Should compliance with these regulations not be possible, a replacement driver will be sent at the expense of the customer. Costs will be calculated separately. The risk of checking and the resulting rest for the driver prescribed by the authorities shall be at the risk of the customer, should the customer require the driver to continue driving. All resulting costs shall be borne by the customer.

### **13a Calculated journey times and delays**

Journey times are calculated to the best of our knowledge and belief, however they are never binding. Therefore, so called buffers should always be incorporated into the journey time calculated by the customer. A person who departs too late due to wanting to continue to party and then becomes stuck in traffic jams has, unfortunately, calculated too optimistically.

Absolute Touring shall not be liable for delays outside of our control. These include traffic jams, strikes, storms, generally adverse weather conditions, accidents, technical defects arising despite careful maintenance and damage to tyres, etc. We also accept no liability for financial loss. Incidentally, we hereby refer to our general terms and conditions.

### **14. Second drivers**

The cost calculation includes a second driver if this is necessary to reach the next event location back to back. However, should additional expenses arise which deviate from the calculation, for example through increased transportation costs, these will be billed to the customer. Second drivers require a place to sleep. Should the said not be available, a hotel room must be paid for. Buy-outs for second drivers (call out and departure) are obligatory.

### **Final remarks**

Transportation contract: We expressly point out that even if we provide nightliners, we merely fulfil the obligations contained in a transportation contract. Thereby items such as stereos and televisions in the vehicles represent a free of charge additional service to which the customer has no contractual entitlement.

We may exchange or replace vehicles at any time without giving of reasons.

Incidentally, we refer to the current version of the General Terms and Conditions of Absolute Touring GmbH.