

General Terms and Conditions for Travel Services of Hogg Robinson Germany GmbH & Co. KG

1. Scope

- 1.1 The following General Terms and Conditions (**GTC**) represent an integral component of the travel agency agreement that is to materialize between the Customer and Hogg Robinson Germany GmbH & Co KG (**HRG**) for the procurement of agreements for customers with suppliers/providers of travel and similar services (**Travel Agreements**).
- 1.2 These GTCs apply exclusively. No supplementary agreements have been made. We do not recognize customer conditions that are contrary to, or diverge from these conditions, unless we have expressly agreed to their validity in writing.
- 1.3 These GTCs in their relevant version are also valid for all future agreements with the Customer regarding the provision of travel services.

2. Conclusion of the negotiated agreement – travel documentation

- 2.1 The Customer is bound to an offer upon entering into a travel and/or insurance agreement (**booking order**) that he submits to us.
- 2.2 The booking order can be made in written form, orally, by telephone or by electronic means (via internet/intranet/e-mail). In the case of electronic booking orders, the order will be considered submitted at the conclusion of the booking procedure.
- 2.3 We reserve the right to decline or not to process a booking order, in which case the Customer will be informed immediately of the refusal or non-execution. When we deliver the Customer's booking order to the provider of travel services (**Service Provider**), the travel agreement between the Customer and the Service Provider materializes as soon as we receive notice of acceptance by the Service Provider.
- 2.4 As the person in charge of the selection of service providers, the Customer has the responsibility of providing to HRG instructions regarding the Service Provider party. Should no instructions be provided, we shall assume that the Customer (Traveller) consents to all service providers that can fundamentally render the travel service. **We exclude liability in any event for the selection of a Service Provider.**
- 2.5 As pertains to the rights and duties of the Customer before the Service Providers, those rights and duties found in these agreements apply exclusively, in particular their travel or business conditions. These general contractual conditions can be viewed directly with the respective Service Provider, or can be requested from BTI.
- 2.6 Upon receipt of the travel documentation, the Customer is to inspect it for completeness and correctness. Apparent errors are to be pointed out to us within five days from receipt of the documentation, at the latest.
- 2.7 Should the Customer make a booking less than three (3) working days prior to the date of travel, and provided that no electronic ticket nor ticket deposit at the airport has been agreed upon, we are authorised to send the tickets and insurance documentation by courier. The Customer shall bear these costs. If the Customer insists on public mail, he/she will bear the risk of delayed delivery of the documents.
- 2.8 Shipment of the travel documentation through public mail is exclusively effected at the risk of the Customer. We are not liable for the replacement of missing or lost travel documents, unless we are responsible for such loss.

3. Issuing of Information

- 3.1 We are committed to placing booking orders with proper care, and to provide the Customer (or the person travelling) the guidance and information that are required to this end. The duties of HRG to provide information and disclosures are solely available upon express request by the Customer. This applies in particular for (A) immigration and transit rules and regulations (visas) that are to be attended to by the Traveller upon receipt of travel services, (B) the relevant conditions attached to the fare desired by the Customer, and (C) existing alternatives to maximize cost savings.
- 3.2 We consider information on immigration and transit rules and regulations as correctly issued when such information conforms to the information made public by the public office in charge, or made known otherwise, at the time of the booking confirmation. Within the scope of law and of the contractual stipulations, we are merely liable for selecting the correct source of information and the correct relaying of this information to the Customer. An information contract with a primary contractual obligation to issue information materializes only if this is expressly agreed upon in writing.
- 3.3 The procurement of the documents necessary for immigration or transit travel (including but not limited to valid passports or valid identity cards, visas) is essentially the responsibility of the Customer or Traveller. Upon express request of the Customer, we are willing to procure visas. In the event of acceptance of such an assignment we can request, without any previous special agreement, reimbursement for resulting expenditures, in particular for telecommunication costs and – in urgent cases – the costs for couriers or appropriate service providers as well as a processing fee.
- 3.4 We are not liable for the issuance of visas and other documents or for the timely receipt of the same, unless the relevant circumstances for the non-issuance or the delayed receipt of such are caused or caused in part by our negligence.

4. Provision of Travel Services - Cancellation

- 4.1 Travel services are provided through the sole responsibility of the Service Provider in accordance with the booking confirmation. The Customer acknowledges hereby that the travel agreement is directly entered into between him and the Service Provider, and that HRG as the agent is not responsible for the poor fulfilment of the travel service, nor for further secondary obligations stemming from the travel agreement.
- 4.2 Should the Customer (Traveller) cancel, in whole or in part, the arranged travel service prior to the start of the journey, or should he not take the travel service, in whole or in part, the Service Provider shall be entitled – in accordance with the fare category – to the price agreed upon, less the saved expenditures, or to a contractually agreed-upon cancellation fee. In this connection, HRG expressly offers its customers the possibility of purchasing travel cancellation and travel withdrawal insurance, in order to insure themselves against the consequences of non-acceptance or non-usage of travel services.
- 4.3 Should the Customer owe cancellation fees to the Service Provider, we are entitled to withhold and pay to the Service Provider such cancellation fees at the time of settling the travel payment as are available to us, and which have not yet been forwarded.

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5. Claims against Travel Shortcomings

- 5.1 Claims due to travel shortcomings are exclusively to be asserted before the Service Provider for such a travel service.
- 5.2 Warranty or liability claims due to travel shortcomings exist solely against the Service Provider for the travel service.
- 5.3 In the event of complaints or an assertion of claims against the company negotiated with, our responsibilities are limited to the issuance of all information and documentation that is deemed by the Customer to be of importance, in particular the provision of names and addresses for the company used in the booking.
- 5.4 HRG is not obligated to accept and/or to forward relevant declarations or documentation. Should we accept the forwarding of time-sensitive claim documentation from the Customer, we are only liable for its timely receipt by the addressee in the case of our wilful or grossly negligent failure to observe the time limits

6. Liability

- 6.1 Our liability is limited to grossly negligent or wilfully caused direct damages and breaches of duty within the scope of the agency agreement. This limitation does not apply for loss or damage for death or personal injury caused by our negligence. In case of a negligent violation of contractual main obligations, we are only liable for foreseeable, typically occurring immediate and direct damages, limited in the individual instance to a maximum of the immediate value of the procured travel service.
- 6.2 We are not liable for shortcomings in the provision of services or for damages to persons or property experienced by the Customer in connection with the arranged travel services.

7. Assertion of Claims and Statute of Limitations

- 7.1 The Customer has one month to assert claims for our non-fulfilment of consultancy and/or agency services as provided in the agreement. To this end, the written form is expressly recommended.
- 7.2 Contractual claims due to inferior performance of agency services are subject to a limitation period of one year. The statute of limitations begins at the end of the year in which the claim originates, normally on the day that the arranged travel service was rendered.

8. Force majeure

- 8.1 Should it not be possible to perform our agency services due to force majeure, especially due to industrial strife or blameless or unforeseeable business disruptions, official measures not attributable to us, or other events outside of our control, we are not obligated to provide such services as long as the impediment to performance continues.
- 8.2 Should the impediment to performance last more than two weeks, we are entitled to cancel the agreement. The legal rights of the Customer remain unaffected.

9. Procurement of Services from Low-Cost Carriers

- 9.1 Should we procure, upon the wish of the Customer, travel services from a supplier that operates as a low-cost carrier (a supplier of budget flights that concentrates on direct sales), the following supplemental regulations apply:
- 9.2 In most instances, travel services from low-cost carriers can only be booked through the internet. The procedures for data transfer are set by each supplier, and exist outside of our sphere of influence. Customer or Traveller data could be forwarded, thus, through an unprotected connection. We would like to emphasize, hereby, that there is a risk of misuse attached thereto, and this risk is borne by the Customer.
- 9.3 The fare conditions of low-cost carriers differ in part, in content and scope,

from other customary offers. We would like to especially point out that such suppliers do not grant fee refunds when the travel service is cancelled by the Customer. If the travel service is not rendered by the supplier, it is to be reckoned that no substitute performance (e.g. substitute flights) will be offered. For possible resulting GTCs claims from the Customer, please see numerals 3 and 4 of these GTCs.

10. Protection of Data

- 10.1 The Customer accepts that the information contained in their travel profile and the information made available to HRG by the Customer for purposes of travel services, contains personal data as well as identity profiles in accordance with German and European data protection legislation.
- 10.2 The Customer takes note that, as proprietor of the personal data contained in the travel profile, he is obligated to establish the purpose and the manner with which such personal data is processed through BTI. HRG commits to processing the personal data in the travel profile only in compliance with the Customer's instructions. In the event that HRG has justified reason to believe that the Customer's instructions are not commensurate with the legal requirements for protection of personal data, HRG shall not be obligated to follow the instructions from the Customer. However, HRG is not obligated to verify whether the Customer's instructions are commensurate with the legal requirements.
- 10.3 The Customer makes sure and guarantees that (A) the personal data in the travel profile has been collected and processed in compliance with legal requirements; (B) personal data are always current and accurate; (C) the recipient of benefits is in agreement with (i) the transfer of personal data to HRG and to third parties for the purpose of arranging for and supplying travel services, and (ii) the processing of personal data by HRG or third parties for the purpose of arranging for and supplying travel services, and for this purpose issues his express approval, even when the processing of personal data by HRG or third parties is carried out in other countries in which the level of data protection is inadequate; and (D) that the recipient of services is expressly in agreement with HRG generating Management Information Reports in regard to the travel services received by the recipient of services, and making them available to the Customer.
- 10.4 HRG commits not to employ the data provided for processing or utilization for any other purposes except those mentioned above, nor for the irrelevant purposes of third parties without explicit consent of the Customer or the Traveller.

11. Applicable Law / Court of Jurisdiction

- 11.1 German law applies without regard to its conflict of law principles and the UN-Convention on Contracts for the International Sale of Goods.
- 11.2 Cologne has been agreed upon as the court of jurisdiction. We are also entitled, in lieu thereof, to sue in the Customer's place of residence.