

GENERAL TERMS AND CONDITIONS

§1 Scope of application

- 1) The services and offers of Premium Drive GmbH are made exclusively on the basis of these General Terms and Conditions (hereinafter referred to as "GTC").
- 2) These GTC apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the customer shall only become part of the contract if and to the extent that Premium Drive GmbH has expressly agreed to their validity.

§2 Offer and conclusion of contract

- 1) The corporate purpose of Premium Drive GmbH is the provision of driving services in the premium sector
- 2) The offers of Premium Drive GmbH are subject to change and non-binding. Declarations of acceptance and all orders require the written confirmation of Premium Drive GmbH to be legally effective. In this context, written means in written or text form (e.g. letter, e-mail, fax). The same applies to supplements, amendments, or subsidiary agreements.
- 3) The employees and staff of Premium Drive GmbH are not authorized to make verbal subsidiary agreements or to give verbal assurances that deviate from the content of the written contract including these GTCs

§3 Prices

- 1) Unless otherwise agreed, the current general price list of Premium Drive GmbH shall apply in principle.
- 2) Unless otherwise agreed, the prices are exclusive of incidental expenses that are only incurred within the scope of the order. These include, in particular, vehicle operating costs, parking costs as well as all advanced expenses that are ordered by the customers or transported persons as part of the service.
- 3) The prices stated in the order confirmation of Premium Drive GmbH plus the statutory value added tax are decisive. Additional services will be charged separately.

§4 Payments

- 1) Payments are due for payment immediately after receipt of invoice, unless otherwise agreed. Depending on the agreement, invoices are payable

without deduction by bank transfer to one of the bank accounts specified in the invoice.

- 2) Premium Drive GmbH is entitled to credit payments of the customer first against the customer's older debt. If costs and interest have already been incurred, Premium Drive GmbH shall be entitled to credit the payment first to the costs, then to the interest and finally to the main performance.
- 3) The customer is only entitled to offset if the counterclaims have been legally established or are undisputed.

§5 Conditions concerning limousine and bus service

- (1) In connection with the provision of the limousine service (provision of a motor vehicle and a driver for passenger transport), the following applies:

- a) Cancellation of hourly bookings

For hourly bookings, i.e. providing the limousine service within a certain period of time regardless of the route, the following applies:

- Cancellations of the order by the customer up to 7 days before the agreed service period are free of charge.
- Cancellations by the customer up to 4 days before the agreed service time are possible, whereby in such a case 50% of the agreed price must be paid by the customer.
- In the case of cancellations by the customer within 48 hours before the agreed service time as well as in the case of a no-show, 100 % of the agreed price must be paid by the customer. A no-show is the non-acceptance of the service at the agreed time of performance plus a waiting period of 30 minutes.

However, the customer shall be permitted to prove that we have not suffered any damage at all or that this is significantly lower than the lump sum.

- b) Cancellation of transfers trips / City area

For transfer trips, that is, journeys at a certain time from a certain place to a specific destination within the same city or municipality, the following applies:

- Cancellations by the customer up to 3 days before the agreed service time are free of charge.
- In the Case of cancellations by the customer up to 24 hours before the agreed service time are possible, whereby in such a case 50% of the agreed price must be paid by the customer.
- In the case of cancellations by the customer within 12 hours before the agreed service time as well as in the case of a no-show, 100% of the agreed price must be paid by the customer. A no-show is the non-

acceptance of the service at the agreed time of performance plus a waiting period of 30 minutes.

However, the customer shall be permitted to prove that we have not suffered any damage at all or that this is significantly lower than the lump sum.

c) Cancellation of Long Distance transfer Rides

For Long Distance transfers, i.e., trips at a certain time from a certain point of departure to a specific destination that is not within the same city or municipality of the place of departure, the following applies:

- Cancellations of the order by the customer up to 7 days before the agreed service period are free of charge.
- Cancellations by the customer up to 4 days before the agreed service time are possible, whereby in such a case 50% of the agreed price must be paid by the customer.
- In the case of cancellations by the customer within 48 hours before the agreed service time as well as in the case of a no-show, 100% of the agreed price must be paid by the customer. A no-show is the non-acceptance of the service at the agreed time of performance plus a waiting period of 30 minutes.

However, the customer shall be permitted to prove that we have not suffered any damage at all or that the damage is significantly lower than the lump sum.

- (2) In connection with the provision of the bus service (provision of a motor vehicle suitable for the transportation of at least nine persons including the driver) applies:

a) Cancellation of hourly bookings

For hourly bookings, i.e. the provision of bus services within a certain period of time regardless of the route, the following applies:

- Cancellations of the order by the customer up to 30 days before the agreed service time are free of charge.
- Cancellations by the customer up to 21 days before the agreed service time are possible, whereby in such a case 50% of the agreed price must be paid by the customer.
- In the case of cancellations by the customer within 14 days before the agreed service period as well as in the event of a no-show, 100% of the agreed price shall be paid by the customer. A no-show is the non-acceptance of the service at the agreed time of performance plus a waiting period of 30 minutes.

However, the customer shall be permitted to prove that we have not suffered any damage at all or that this is significantly lower than the lump sum.

b) Cancellation of transfer trips/ City area

For transfer trips, that is, trips at a certain time from a certain place to a specific destination within the same city or municipality, the following applies:

- Cancellations of the order by the customer up to 7 days before the agreed time of performance are possible free of charge.
- In the case of cancellations by the customer within 4 days before the agreed service time as well as in the case of a no-show, 100% of the agreed price must be paid by the customer. A no-show is the non-acceptance of the service at the agreed time of performance plus a waiting period of 30 minutes.

However, the customer shall be permitted to prove that we have not suffered any damage at all or that the damage is significantly lower than the lump sum.

c) Cancellation of Long Distance transfers

For Long Distance transfers, i.e., trips at a certain time from a certain point of departure to a specific destination that is not within the same city or municipality of the place of departure, the following applies:

- Cancellations of the order by the customer up to 30 days before the agreed service period are possible free of charge.
- Cancellations by the customer up to 21 days before the agreed service time are possible, whereby in such a case 50% of the agreed price must be paid by the customer.
- In case of cancellations by the customer within 14 days before the agreed service period as well as in case of a no-show, 100% of the agreed price shall be paid by the customer. A no-show is the non-acceptance of the service at the agreed time of performance plus a waiting period of 30 minutes.

However, the customer shall be permitted to prove that we have not suffered any damage at all or that this is significantly lower than the lump sum.

d) Baggage limit

Checked baggage is limited to one piece of baggage per passenger with a maximum size of 67 x 50 x 27 cm and a maximum weight of 20 kg (44 lb). Hand luggage is limited to one piece of baggage per passenger with a maximum size of 38 x 28 x 15 cm and a maximum weight of 8 kg (18 lb).

e) Observance of driving and rest times, no route and driving time planning

When providing our services, we have to observe the statutory provisions, such as the legal driving and rest times, which the customer should consider when planning his trips. The provision of routes and travel schedules is not part of the scope of services.

f) Additional costs incurred due to changes to the service requested by the Client shall be charged additionally.

The agreed rental price shall include the costs for fuel, oil and other operating materials and the personnel costs for the driver(s) in accordance with the

agreed rental/operating time and the agreed route. Other additional and ancillary costs, in particular tolls and parking fees, shall be borne by the Client.

g) Invoices are payable upon receipt without deduction and must be paid at the latest before the start of the journey. The invoice for the order placed will be sent by e-mail.

§6 Events (larger than 5 vehicles/drivers)

For events that require pre-planning and associated costs, the following applies:

- Cancellations of the order by the customer up to 30 days before the agreed service time are free of charge.
- Cancellations by the customer up to 21 days before the agreed service period are possible, whereby in such a case 50% of the agreed price must be paid by the customer.
- In case of cancellations by the customer within 14 days before the agreed service period, 100% of the agreed price must be paid by the customer.

However, the customer shall be permitted to prove that we have not suffered any damage at all or that this is significantly lower than the lump sum.

§7 Driver's accommodation

In the case of multi-day trips, the customer is obliged to book and pay for accommodation in a single room for the respective nights for the driver(s). Proof of the booking must be provided to us upon first request.

§8 Subcontractors

We may provide our services to the customer through subcontractors engaged by us.

§9 Liability and limitation of liability

- 1) Premium Drive GmbH is liable for damages to life, body and health that are based on an intentional or negligent breach of duty by Premium Drive GmbH, its legal representatives or vicarious agents, as well as for damages that are covered by liability under the Product Liability Act as well as for damages based on intentional or grossly negligent breaches of duty or in the event of fraudulent intent or assumption of a guarantee.
- 2) Notwithstanding the regulation according to item 1), Premium Drive GmbH shall only be liable to the customer in the event of slight negligence in the event of a breach of an essential contractual obligation, the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the customer may regularly rely (cardinal

obligation). In these cases, liability is limited to the foreseeable, typically occurring damage.

- 3) All limitations and exemptions of liability shall also apply insofar as the liability of the legal representatives, employees and other vicarious agents of Premium Drive GmbH is affected.
- 4) Insofar as the liability of Premium Drive GmbH is excluded or limited, this also applies to its legal representatives, employees, and other vicarious agents.
- 5) Premium Drive GmbH is not responsible for delays in performance due to force majeure and due to events, that make performance significantly more difficult or impossible for Premium Drive GmbH (this includes in particular strikes, lockouts, official orders, demonstrations, etc.), even in the case of bindingly agreed deadlines and dates.
- 6) If Premium Drive GmbH is responsible for non-compliance with bindingly promised deadlines and dates or is in default, the customer is entitled to compensation for delay up to a maximum of the net invoice amount of the services affected by the delay.

§10 General provisions

- 1) The business relationship between Premium Drive GmbH and the customer shall be subject to the law of the Federal Republic of Germany. If the customer is a consumer, this does not affect the validity of mandatory consumer protection regulations of the customer's home country.
- 2) Insofar as the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from or about the contract, including the GTC Bonn. This also applies in the event that the customer does not have a general place of jurisdiction in Germany. However, Premium Drive GmbH is entitled to sue the customer at his registered office.
- 3) Should a provision in the GTC or a provision within the framework of other agreements be invalid, this shall not affect the validity of all other provisions or agreements.

§11 Consumer Dispute Resolution - Online Platform for Out-of-Court Dispute Resolution and Notice Pursuant to Section 36 of the German Civil Code (VSGB)

As an online company, we are obliged to draw your attention as a consumer to the European Commission's online dispute resolution platform (OS platform). This OS platform can be accessed via the following link: <https://ec.europa.eu/consumers/odr>.

However, we do not participate in a dispute resolution procedure before a consumer arbitration board.