

Travel terms and conditions for package tours of "better by MOSEL GmbH"

Dear traveler,

we ask you to read the following travel terms and conditions carefully. These travel terms and conditions will, if effectively agreed, form part of the package travel contract concluded between the customer or traveler - hereinafter referred to as "traveler" - and "better by MOSEL GmbH", hereinafter abbreviated to "bbM". They supplement and complete the legal provisions of §§ 651a - y BGB (German Civil Code) and Articles 250 and 252 of the EGBGB (Introductory Act to the German Civil Code). These travel terms and conditions apply exclusively to bbM package tours. They do not apply to the brokerage of third-party services (such as guided tours and admission tickets) and not to contracts for accommodation services or their brokerage.

1 Conclusion of the travel contract, obligations of the traveler; Note on the right of withdrawal

1.1 The following applies to all booking methods:

- a) The basis of the bbM offer and the traveler's booking are the travel advertisement and the additional information from bbM for the respective trip, insofar as this is available to the traveler at the time of booking.
- b) Travel agents and booking offices are not authorized by bbM to make agreements, provide information or make assurances that change the agreed content of the package travel contract, go beyond the travel advertisement or the contractually promised services of bbM or contradict them.
- c) Information in hotel guides and similar directories that are not published by bbM are not binding for bbM and its obligation to provide services, unless they have been made part of bbM's obligation to provide services by express agreement with the traveler.
- d) If the content of the travel confirmation from bbM differs from the content of the booking, this constitutes a new offer from bbM, to which bbM is bound for a period of 5 days. The contract is concluded on the basis of this new offer, provided that bbM has informed bbM of the change in relation to the new offer and has fulfilled its pre-contractual information obligations and the traveler declares acceptance to bbM within the binding period by means of an express declaration or deposit.
- e) The pre-contractual information provided by the organizer about the essential characteristics of the travel services, the travel price and all additional costs, the payment terms, the minimum number of participants and the cancellation fees (according to Article 250 § 3 numbers 1, 3 to 5 and 7 EGBGB) will only not be part of the package travel contract if this has been expressly agreed between the parties.
- f) The traveler is liable for all contractual obligations of fellow travelers for whom he makes the booking, as for his own, provided that the traveler has assumed a corresponding obligation by means of an express and separate declaration.

1.2 The following applies to bookings made verbally, by telephone, in writing, by email or fax:

- a) By making the booking, the traveler makes a binding offer to bbM to conclude the package travel contract. The traveler is bound to the booking for 5 working days.
- b) The contract is concluded when bbM receives the travel confirmation (declaration of acceptance). At or immediately after the conclusion of the contract, bbM will send the traveler a travel confirmation that complies with the statutory requirements on a permanent data carrier (which enables the traveler to keep or save the declaration unchanged so that it is accessible to the traveler within a reasonable period of time, e.g. on paper or by email), unless the traveler is entitled to a travel confirmation in paper form according to Art. 250 § 6 Para. (1) Sentence 2 EGBGB because the contract was concluded in the simultaneous physical presence of both parties or outside of business premises.

1.3 For bookings made via electronic commerce (e.g. internet, app, telemedia), the following applies to the conclusion of the contract:

- a) The traveler is informed of the electronic booking process in the relevant bbM application.
- b) The traveler has the option to correct his entries, delete or reset the entire booking form. The use of this option is explained.
- c) The contract languages offered for online booking are specified. The only legally binding language is German.
- d) If the contract text is saved by bbM in the online booking system, the traveler will be informed of this and of the possibility of retrieving the contract text at a later date.
- e) By pressing the button "book with payment" the traveler makes a binding offer to bbM to conclude the package travel contract. The traveler is bound to this contract offer for 5 working days from the date of sending the electronic declaration.
- f) The traveler will immediately receive electronic confirmation of receipt of their booking.
- g) The transmission of the booking by pressing the button "book with payment" does not give the traveler any right to the conclusion of a package travel contract in accordance with their booking details. bbM is free to decide whether or not to accept the traveler's contract offer.
- h) The contract is concluded when the traveler receives the travel confirmation from bbM.
- i) If the travel confirmation is made immediately after the traveler has made the booking by pressing the button "book with payment" by means of the travel confirmation being displayed directly on the screen (booking in real time), the package travel contract is concluded when the traveler receives and displays this travel confirmation on the screen, without the need for an interim notification of receipt of the booking in accordance with f). To the extent that the traveler is offered the option of saving the travel confirmation on a permanent data carrier and printing it out. However, the binding nature of the package

travel contract does not depend on the traveler actually using these options for saving or printing. bbM will also send the traveler a copy of the travel confirmation in text form.

1.4 bbM points out that according to the statutory provisions (Section 312 Paragraph 7 of the German Civil Code), there is no right of withdrawal for package travel contracts according to Section 651a and Section 651c of the German Civil Code that were concluded via distance selling (letters, catalogs, telephone calls, telecopies, emails, messages sent via mobile phone service (SMS) as well as radio, teledmedia and online services), but only the statutory rights of withdrawal and termination, in particular the right of withdrawal according to Section 651h of the German Civil Code (see also Section 5). However, a right of withdrawal exists if the contract for travel services was concluded outside of business premises in accordance with Section 651a of the German Civil Code (BGB), unless the oral negotiations on which the conclusion of the contract is based were conducted on the consumer's prior order; in the latter case, there is also no right of withdrawal.

2 Payment

2.1 bbM and travel agents may only request or accept payments on the travel price before the end of the package tour if an effective insurance contract exists and the traveler has been given the insurance certificate with the name and contact details of the insurer in a clear, understandable and highlighted manner. After the contract has been concluded, a deposit of 20% of the travel price is due upon delivery of the insurance certificate. The remaining payment is due 30 days before the start of the trip. For bookings made less than 30 days before the start of the trip, the entire travel price is due immediately.

2.2 If the traveler does not make the deposit and/or the remaining payment in accordance with the agreed payment due dates, although bbM is ready and able to properly provide the contractual services, bbM has fulfilled its legal information obligations and the traveler has no legal or contractual right of set-off or retention, and the traveler is responsible for the delay in payment, bbM is entitled to withdraw from the package travel contract after issuing a reminder with a deadline and after the deadline has expired and to charge the traveler with cancellation costs in accordance with Section 4.

3 Changes to the content of the contract before the start of the trip that do not affect the price of the trip

3.1 Deviations in essential characteristics of travel services from the agreed content of the package travel contract, which become necessary after the contract has been concluded and were not brought about by bbM in bad faith, are permitted by bbM before the start of the trip, provided that the deviations are insignificant and do not affect the overall structure of the trip.

3.2 bbM is obliged to inform the traveler about changes to services immediately after becoming aware of the reason for the change on a permanent data medium (e.g. by email, SMS or voice message) in a clear, understandable and prominent manner.

3.3 In the event of a significant change to an essential characteristic of a travel service or a deviation from special requirements of the traveler that have become part of the package travel contract, the traveler is entitled to either accept the change or withdraw

from the package travel contract free of charge within a reasonable period set by bbM at the same time as the change is notified. If the traveler does not expressly declare to bbM within the deadline set by bbM that they are withdrawing from the package travel contract, the change is deemed to have been accepted.

3.4 Any warranty claims remain unaffected if the changed services are defective. If bbM had lower costs for carrying out the changed trip or a possible replacement trip of equivalent quality at the same price, the customer must be reimbursed the difference in accordance with Section 651m Paragraph 2 of the German Civil Code.

4 Withdrawal by the traveler, rebooking

4.1 The traveler can withdraw from the package travel contract at any time before the start of the trip. The withdrawal must be declared to bbM at the address given below. If the trip was booked through a travel agent, the withdrawal can also be declared to this agent. The customer is recommended to declare the withdrawal in writing.

4.2 If the customer withdraws before the start of the trip or does not take the trip, the tour operator loses the right to the travel price. Instead, bbM can demand appropriate compensation if the cancellation is not bbM's responsibility. bbM cannot demand compensation if extraordinary circumstances occur at the destination or in its immediate vicinity that significantly affect the implementation of the package tour or the transport of people to the destination; circumstances are unavoidable and extraordinary if they are beyond the control of the party invoking them and their consequences could not have been avoided even if all reasonable precautions had been taken.

4.3 bbM has determined the following flat-rate compensation taking into account the period between the declaration of cancellation and the start of the trip as well as the expected savings in expenses and the expected income from other uses of the travel services. The compensation will be calculated according to the time of receipt of the cancellation notice as follows with the respective cancellation scale:

- a) up to 30 days before the start of the trip €75.00 per traveler
- b) from the 29th to the 19th day before the start of the trip 30% of the travel price
- c) from the 18th to the 13th day before the start of the trip 50% of the travel price
- d) from the 12th to the 8th day before the start of the trip 75% of the travel price
- e) from the 7th to the 4th day before the start of the trip 80% of the travel price
- f) from the 3rd day to the 1st day before the start of the trip 90% of the travel price
- g) in the event of non-arrival (arrival day) 95% of the travel price

4.4 The traveler is in any case free to prove to bbM that bbM has suffered no damage at all or significantly less damage than the flat-rate compensation demanded by bbM.

4.5 A flat-rate compensation according to section 4.3 is deemed not to have been determined and agreed if bbM proves that bbM has incurred significantly higher expenses than the calculated amount of the flat rate according to section 4.3. In this case, bbM is obliged to specifically quantify and justify the compensation demanded, taking into account the expenses saved and the acquisition of any other use of the travel services.

4.6 If bbM is obliged to refund the travel price as a result of a cancellation, Section 651h Paragraph 5 of the German Civil Code remains unaffected.

4.7 The customer's legal right to request from bbM by notification on a permanent data medium that a third party assumes the rights and obligations arising from the package travel contract in their place, in accordance with Section 651e of the German Civil Code, remains unaffected by the above conditions. Such a declaration is in any case timely if it is received by bbM 7 days before the start of the trip.

4.8 Taking out travel cancellation insurance and insurance to cover the cost of repatriation in the event of an accident or illness is strongly recommended.

5 Traveler's obligations

5.1 Travel documents: The customer must inform bbM or the travel agent through whom he booked the package tour if the customer does not receive the necessary travel documents (e.g. hotel voucher, voucher) within the deadline communicated by bbM.

5.2 Notification of defects / request for remedy:

a) If the trip is not provided free of travel defects, the traveler can request remedy.

b) If bbM was unable to remedy the situation due to a culpable failure to report the defect, the traveler cannot assert claims for a reduction in price under Section 651m of the German Civil Code (BGB) or claims for damages under Section 651n of the German Civil Code (BGB).

c) The traveler is obliged to immediately notify the bbM representative on site of his notification of defects. If a bbM representative is not available on site and is not contractually required, any travel defects must be reported to bbM at the contact point provided by bbM; the traveler will be informed of the availability of the bbM representative or his contact point on site in the travel confirmation. However, the traveler can also report the defect to his travel agent through whom he booked the package tour.

d) The bbM representative is instructed to provide a remedy if this is possible. However, he is not authorized to recognize claims.

5.3 Setting a deadline before termination: If the traveler wants to terminate the package tour contract due to a travel defect of the type described in Section 651i Paragraph (2) of the German Civil Code, provided that it is significant, in accordance with Section 651l of the German Civil Code, the traveler must first set bbM a reasonable deadline to remedy the defect. This only does not apply if bbM refuses to remedy the defect or if immediate remedy is necessary.

6 Limitation of liability

6.1 bbM's contractual liability for damages that do not result from injury to life, body or health and were not caused negligently is limited to three times the travel price.

6.2 bbM is not liable for service disruptions, personal injuries and property damage in connection with services that are merely arranged as third-party services (e.g. arranged excursions, sporting events, theater visits, exhibitions) if these services are expressly

identified as third-party services in the respective service description and the respective booking confirmation, stating the identity and address of the arranged contractual partner, in such a way that it is clear to the traveler that they are not part of the package tour from bbM and that the requirements of Sections 651b, 651c, 651w and 651y of the German Civil Code have been properly met.

6.3 However, bbM is liable if and to the extent that damage to the traveler was caused by bbM's violation of its duty to provide information, explanations or organization.

6.4 If services such as medical services, therapy services, massages or other medical treatments or services are not part of the bbM package tour and are only arranged by the latter in addition to the booked package according to section 6.2, the bbM is not liable for the provision of services or for personal injury or damage to property. Liability arising from the agency relationship remains unaffected. If such services are part of the package tour, the bbM is not liable for the success of a medical or spa treatment.

7 Services not used

If the traveler does not use individual travel services due to an early return, illness or other reasons for which the bbM is not responsible, the traveler is not entitled to a pro rata refund. However, unless the amounts are very small, the bbM will endeavour to obtain a refund from the service provider and will pay the corresponding amounts back to the traveler as soon as and to the extent that they have actually been refunded to the bbM by the individual service providers.

8 Assertion of claims, addressee

The customer/traveller must assert claims against bbM in accordance with Section 651i Paragraph (3) No. 2, 4-7 of the German Civil Code (BGB). The assertion can also be made through the travel agent if the package tour was booked through this travel agent. The contractual claims listed in Section 651i Paragraph (3) of the German Civil Code expire after two years. The limitation period begins on the day on which the trip was supposed to end according to the contract. Assertion in text form is recommended.

9 Special regulations in connection with pandemics (in particular the corona virus)

9.1 The parties agree that the agreed travel services will always be provided by the respective service providers in compliance with and in accordance with the official specifications and requirements applicable at the time of travel.

9.2 The traveler agrees to observe reasonable usage regulations or restrictions of the service providers when using travel services and to inform the tour guide and the service provider immediately in the event of typical symptoms of illness.

9.3 The above regulations do not affect the customer's rights under Section 651i of the German Civil Code.

10 Choice of law and place of jurisdiction; information on consumer dispute resolution

10.1 For travelers who are not citizens of a member state of the European Union or Swiss

citizens, the exclusive application of German law is agreed for the entire legal and contractual relationship between the traveler and bbM. Such travelers can only sue bbM at bbM's registered office.

10.2 For lawsuits brought by bbM against travelers or contracting parties to the travel contract who are merchants, legal entities under public or private law or persons who have their place of residence or habitual abode abroad, or whose place of residence or habitual abode is unknown at the time the lawsuit is filed, the place of jurisdiction is the registered office of bbM.

10.3 With regard to the law on consumer dispute resolution, bbM points out that bbM does not participate in voluntary consumer dispute resolution. If consumer dispute resolution becomes mandatory for bbM after these travel terms and conditions have been printed, bbM will inform consumers of this in an appropriate form. For all travel contracts concluded via electronic legal transactions, bbM refers to the European online dispute resolution platform <https://ec.europa.eu/consumers/odr/>.

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