

1. Application and booking

(1) The travel application can be effected by post, by fax or by email to MTR TOUR GmbH & Co. KG (hereinafter named as: „MTR-TOUR“). The travel participant (hereinafter named as: “contractual partner”) is bound to the application until MTR-TOUR confirms. The participant is bound – up to a maximum of 14 days - from the day of admission of the application to MTR-TOUR – to the written document.

(2) The contractual partner accepts with his/her signature on the general travel conditions application form of MTR-TOUR these general travel conditions. With the travel confirmation the booking of the travel will be binding.

(3) The contract partner assumes the full contract duties for all participants he/she registered to MTR-TOUR. Condition thereon is the signature of a hereupon explicitly directed and separately written statement.

2. Content of the travel contract

(1) The content of the travel contract comprises the general application form, the booking and the confirmation of MTR-TOUR.

(2) As long as there are no other agreements existing in a written form (in writing, by fax or by email), the travel is booked according to the specification of services and the annotations.

3. Deposit and final payment

(1) With the entry of the booking confirmation a deposit of 20 % of the travel price is due.

(2) The final payment is to be paid, without additional request, four (4) weeks before travel start. The contractual partner can effect this payment by bank transfer or by credit card (Visa or MasterCard).

(3) For the payments a chattel paper according to § 651 k of the German Civil Code (BGB) will be issued and transferred to the contractual partner.

(4) For bookings of travels, which are effected less than 21 days before travel start, the whole price is due against a chattel paper.

(5) Any payments to the travel price, also deposits, are only to be made against a chattel paper according to § 651 k of the German Civil Code (BGB). The chattel paper will be handed over by MTR-TOUR with the travel confirmation.

(6) When the travel price is due and not completely paid, no title to benefit of the travel with MTR-TOUR is possible. In fact, MTR-TOUR is entitled to irrevocably refuse performance and to ask the contractual partner for damages due to non-performance of the travel contract. This will be effected when the contractual partner is in delay of payment and the refusal of performance has been reminded with granting an additional respite (§ 323 BGB) by MTR-TOUR.

(7) Compensation for cancellation of contract, handling and rebooking charges as well as insurance rates are immediately due.

4. Validity of prices and services

Changes to the service description and price are possible and remain reserved up to the entry of travel confirmation. Decisive with regard to the dates, times of travel etc., is the content of the travel confirmation in connection with the booking and any mutual agreements.

5. Performance deviations and alterations

(1) Alterations or deviations of individual travel services from the agreed content of the journey, which are necessary after the conclusion of contract and which are not caused by the travel operator against an act in good faith are reasonable for the contractual partner as far as the alterations or deviations are not so grave as that they do not affect the overall arrangement of the booked journey. This is particularly valid due to undefined necessary changes to the driving route (e.g. extreme weather or road/route conditions), the availability and brand of motorbike and the arrival possibilities due to air travel.

(2) The in the itinerary included sketch is not considered to be binding, but is rather to be seen as a possible route. MTR-TOUR exclusively reserves the right to alterations to the contents of the brochure.

(3) Should there be any alterations known before conclusion of contract, MTR-TOUR will inform the contractual partner prior to the booking confirmation.

6. Rise in travel price

(1) The travel price and the rental are based on the exchange rates and costs at the time at which the itinerary was calculated. In case the exchange rates or costs, which are not acceptable (such as entry fees, sojourn fees and public entry fees) MTR-TOUR is entitled to alter the travel price accordingly

(2) If the alteration exceeds 5 %, the contractual partner can withdraw from the travel contract without paying any compensation. Additional thereto that, the contractual partner can also demand travel in exchange (§ 651a IV 3 BGB).

(3) The withdrawal or the demands for a travel in exchange have to be immediately claimed to MTR-TOUR in writing.

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7. Withdrawal, refund and rebooking

In case of a withdrawal of the contract partner before commencement of travel (cancellation), MTR-TOUR can choose between the following standard cancellation fees instead of calculating the precise withdrawal compensation:

- Up to 31 days before start of travel : 10% of the travel price
- from 30 to 15 days before start of travel: 20% of travel price
- starting from 14 to 8 days before start of travel: 50% of travel price
- starting from 7th day before start of travel: 70% of travel price

The compensation for withdrawal derives from the end price of each registered participant. The deadline for the calculation of the compensation will be the entry date of the withdrawal document at MTR-TOUR.

(2) The standard cancellation fees are calculated in consideration of generally saved expenditures and the then therefore otherwise used travel benefits which are commonly possible to be purchased. The contract partner is at liberty to prove that no damage or a much smaller damage has occurred through the required standard cancellation fees.

(3) **Rebooking** (e.g. travel date, travel destination, accommodation, mode of transportation or tariff category) are categorically only possible by **withdrawal from the travel contract** (cancellation) on the basis of the named conditions in paragraph (1) (compensation of withdrawal) and has to be followed by a new registration. Precondition of every rebooking is the availability of capacity.

(4) MTR-TOUR recommends travel cancellation insurance for all travel participants.

8. Change of person or contractual partner

(1) Until departure date the contractual partner can demand – according to § 651 b BGB – a third person to attend the travel in lieu of himself. MTR-TOUR is allowed to decline, should that person not meet the requirements of the journey or the participation is against statutory provisions or licensing requirements and orders.

(2) The contractual partner and the new participant are jointly liable for additional costs, according to § 651 b BGB, which may occur due to the exchange of person as a new travel participant.

(3) MTR-TOUR claims in this case a standard fee for the additional administrative effort (incl. postage and telephone charges) of € 25.00 per changed participant of the contractual partner.

9. Withdrawal and termination of travel contract because of particular circumstances

(1) If the journey will be considerably complicated, endangered or hindered due to **force majeure** which was not foreseeable before conclusion of contract, the contractual partner as well as MTR-TOUR can terminate the travel contract. The contract partner must address the termination to MTR-TOUR. MTR-TOUR has immediately - after obtaining the reasons for termination - to explain which force majeure claim empowers them to do so. The reciprocal rights and duties in case of a termination result from the legal requirements of the travel contract law.

(2) If in the travel announcement or other documents that became part of the contract the **minimum attendance of six (6) self-driver** is fixed, MTR-TOUR can withdraw from the contract in the case the quantity of participants will not be reached.

(3) MTR-TOUR can also **terminate** the journey – **due to important cause** – during the journey considering the regulations of § 643 BGB. Tour guides are authorised to execute a termination. An important cause can particularly be given, if the contractual partner does not comply with the requirements which were previously known (i.e. no valid driving licence) or when through behaviour the journey is strongly disrupted or endangered, even if the participant was called to order and no change has been taken place. In the event of such a termination MTR-TOUR strictly keeps the title of the travel cost but must demonstrate and deduct the value of any saved expenditure as well as the proceeds from other assignment, including any amount that MTR-TOUR has not been claimed for by the service providers.

(4) In the event that MTR-TOUR terminates or withdraws the travel contract **before departure date**, as mentioned in the above regulated case by law, the contract partner can demand participation in another journey from the range of travel on offer by MTR-TOUR, as long as MTR-TOUR is able to offer this without additional costs for the contractual partner. In case of section 9.paragraph (3) MTR-TOUR can decline to offer a replacement journey.

10. Liability

(1) The contractual liability of MTR-TOUR towards the contractual partner for damages out of the travel contract – which are not bodily injuries – are limited to the **triple of the travel price**, as long as

a) a damage is neither wantonly negligent nor deliberately caused or
b) MTR-TOUR is responsible for the damage that the contractual partner has to suffer due to the sole default of a service provider.

(2) The liability of MTR-TOUR towards the contractual partner for compensation due to liability in tort as far as it is not based on intention or gross negligence and not bodily injuries, are limited to the triple of the travel price per travel participant and travel.

(3) MTR-TOUR is not liable for any impairment of performance, bodily injuries and material damage in connection to services which are just procured as external services (i.e. sporting events, cultural events, etc.),

(4) Furthermore MTR-TOUR is not liable to damage of the driver's equipment unless gross negligence or negligent behaviour from MTR-TOUR is the case or for physical or health damage.

(5) The contractual partner is solely responsible to facilitate compliance for the respective road traffic regulations. Each participant is solely responsible for damages that are inflicted on fellow traveller or other road users. This applies also when the contractual partner follows the tour guide. Each participant has to adapt his/her manner of driving to the principle of security and driving skills.

(6) If, due to urgent legal regulations, another further claim results from the travel participant towards MTR-TOUR, this claim will be unaffected from the preceding limitations of liability.

(7) In the case that a travel participant's driving endangers other travel participants, MTR-TOUR is authorised to terminate the contract according to section 9. paragraph (3).

11. Warranty

(1) When the travel has not been provided according to contract, the contractual partner can demand remedy. MTR-TOUR can refuse the remedy, when it requires disproportionate costs. MTR-TOUR can also find a remedy by providing the same or upgraded performance as reasonable compensation.

(2) For the durability of a non-compliant performance of MTR-TOUR, the contractual partner can ask for mitigation of the travel price (reduction). The travel costs are then to be reduced in proportion to the free of defects value at the time of travel booking that would have been in comparison to the real value. The entitlement to reduction is not applicable when the contractual partner culpably omits to notify the deficiency.

(3) When, due to a deficiency the journey will be considerably affected, or if the continuation is for the contractual partner due to important reasons not reasonable, the contractual partner is entitled to terminate the travel contract according to legal requirements. Beforehand the contractual partner has to set a reasonable time limit to find a remedy. There is no need for a time limit, when remedy is impossible or is being refused or an immediate termination by the contractual partner is affected due to special interest. In such a case the contractual partner owes MTR-TOUR the part of the used performance of the travel price, as far as they were of interest for him.

(4) As far as MTR-TOUR is responsible for a situation that caused a deficiency of the journey, the contractual partner can claim damages. The contractual partner's right for mitigation of the travel price and for termination of the travel contract remains unaffected. It is to be pointed out that the legal implications of contributory negligence of the contractual partner when a damage occurs and the contractual partner omits to inform MTR-TOUR of the risk of an exceptional damage or the omission of the contractual partner to stop or reduce the damage will be regulated by § 254 BGB.

12. Notice of defects, demand of remedy and rights of tour guide

(1) The tour guide is instructed to accept notices of defects and demands of remedy. He is then responsible to look for relief, as far as it is possible or necessary.

(2) A termination of travel contract through MTR-TOUR (i.e. force majeure) can also be issued by the tour guide; who is entitled by MTR-TOUR.

13. Right of entitlement, foreclosure and limitation of time

(1) Contractual entitlements which occur due to non-compliant performance have to be invoked within one (1) month after the intended contractual termination towards MTR-TOUR at the address that appears at the end of the general travel conditions. To meet the deadline, the acquisition date is authoritative. After expiry of the deadline, entitlements can only be claimed when the contractual partner was – without default – prevented to comply with the deadline. Tour guides and respectively MTR-TOUR representatives in the travel area are not authorised nor entitled to accept claims and especially not to accept mitigation of travel price or claims of damages which will affect MTR-TOUR.

(2) The claims indicated in section 1 fall under the statute of limitations in one (1) year, as far as there are no claims for bodily damage or claims which are based on intention or wanton negligence. Such contractual demands fall under the statute of limitations in two (2) years. The claim expiry date starts from the final date – according to the contract – that the travel should have ended. If there are prudence of proceedings of claims or claims of motivated circumstances, the time-period is inhibited until MTR-Tour or the contractual partner refuses the sequel to the proceedings (§ 203 BGB). The limitation of time commences at the earliest three (3) month after the suspension of a time limit.

14. Insurance

There is no travel cancellation fee included in the travel price. MTR-TOUR suggests to each travel participant to provide a sufficient insurance for the travel. Further information can be obtained with the Europäischen Reiseversicherung AG on the Internet at www.reiseversicherung.de or by phone: +49 (0) 89 – 41 66 11 02.

15. Insurance of insolvency

In case of insolvency of MTR-TOUR, all customer funds are insured by the TAS, Touristik Assekuranz Service GmbH, Walther-von-Cronberg-Platz 15, D-60594 Frankfurt am Main.

16. Data protection

All data that has been registered from the travel participants are exclusively used to perform the journey and for customer care. With group travel there can also be a list of the respective journey with the alphabetical surnames, first names and, as far as known, name of residence or place of booking generated, which every participant will receive before travel start. Should the contractual partner not want to be mentioned in this list, he can separately express this to MTR-TOUR. Attention is explicitly invited to the right of objection of the contractual partner according to § 28 of the German Data Protection Act (Bundesdatenschutzgesetzes BDSG). A short note to the address mentioned at the end of the general travel conditions will be efficient for the respective statement.

17. Pictures and film material

The travel participants are aware of being filmed and photographed throughout the journey, on which the participant is possibly recognizable and which may be used for advertising purposes in the catalogue or on the Internet web site. The travel participant agrees and abstains from demands of claims arising from the use of this material. In case the travel participant does not agree, it is necessary to advise the travel guide prior to the travel start.

18. Non-assignability

The assignability of claims from the contractual partner towards MTR-TOUR is excluded unless the assignor is the spouse, the partner or another member of the family. The non-assignability covers all claims of the travel contract and the claims which are connected to the claims as well as those which result out of an unlawful act and unjustified enrichment.

19. Jurisdiction

The contractual partner can take legal action sue the travel organizer only at the location of its registered office. Jurisdiction for travel of MTR-TOUR is Munich. For legal action from MTR-TOUR against the contractual partner the domicile of the contractual partner is decisive unless the case is regarding registered traders or persons who moved domicile or common whereabouts abroad, or whose domicile or common whereabouts was not known at the date of lawsuit. In these cases the registered office and jurisdiction of MTR-TOUR deciding.

20. Final clause

(1) In addition to the legal requirements, especially the contractual travel requirement according to §§ 651 a ff. BGB apply, as long as MTR-TOUR is acting as travel organizer.

(2) The contract shall exclusively be subject to German law.

(3) With the ineffectiveness of detailed regulations within the contract, legal regulations shall be applied. In so far that the above mentioned regulations do not regulate all conditions, the legal regulations shall apply.

(4) The English version of these terms shall be for convenience purposes only. In case of any inconsistencies, the German version shall prevail.

Travel organizer

Organizer is, as far as not differently mentioned:

MTR Tour GmbH & Co. KG

General Managers: Mario Bosch & Thomas Selbeck

Max-Planck-Str. 3

D-85716 Unterschleißheim

Phone.: +49 (0) 89-37 00 33 10

Fax: +49 (0) 89-37 00 33 09

VAT-ID-Nr.: DE263740003