

General terms and Conditions of the BUSINESS & LIMOUSINES UG

Sheet 01 of 02

final update: 2012-06-11

Validity

The following terms and conditions are valid for all services which are performed by the BUSINESS & LIMOUSINES UG (registered holder), especially for the conveyance of passengers in non-scheduled services, hired cars und tours in a passenger car. Terms and conditions of customers are non-binding for us, even if BUSINESS & LIMOUSINESS UG does not contradict explicitly in particular cases.

Placing of Orders

With placing orders, the client is obliged to inform us about all essential details for a successful implementation of the contract, for example, appointments, number of passengers, kind and size of luggage and other carried items. Offers made by BUSINESS & LIMOUSINESS UG are non-binding and subject to confirmation. Declarations of acceptance and agreements need, for legal effect, our written affirmative answer. Same holds true for changes and subsidiary or additional agreements. Our employees are not authorized to make special, verbal arrangements or confirmations, which exceed the content of the written contract.

Prices

Our prices include travel to and from the BUSINESS & LIMOUSINESS UG station. Value added tax of currently 19 %, as well as driver and kilometer costs and cost of ownership are included. Additional expenses as parking and phone charges, road tax discs and tolls are not included and charged separately. As far as no other agreements are stipulated, the rates of the moment of service performance are valid. In case of other statements BUSINESS & LIMOUSINESS UG is bound to the prices 30 days after quotation date. In this case, the prices listed in the confirmation of order are decisive. Additional service will be charged extra. Immediately after accomplishing the service we will issue the invoice. The client has to balance, the amount invoiced, within 10 calendar days without any deductions. Deviant account modalities have to be agreed upon in written form at the placement of order.

Objects of Agreement and Exclusion of Conveyance

Persons who want to use our services of conveyance are transported. Persons who constitute a danger for security and order are excluded form our service. Passengers have to conduct themselves as security and order of the enterprise, their own security and consideration and security for others command. Instructions of staff and drivers respectively, are to be followed. If a passenger infringes upon rules, despite warnings, they can be excluded from transport. Any damages, caused by passengers, have to be replaced by the originator or contractual partner. A cleaning charge for defilement ca be raised additionally. If the originator and contractual partner are not identical they are jointly and severally liable. Even if there is no responsibility on the side of the contractual partner they assume liability.

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Sheet 02 of 02

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Cancellation and Withdrawal

Cancellations are only valid if they are effected in written form. Verbal agreements are only valid if they are confirmed in writing by BUSINESS & LIMOUSINESS UG. The timeliness of a written cancellation depends upon receipt by BUSINESS & LIMOUSINESS UG. Cancellations are exempt from charges up to 48 hours before the beginning of a service as contracted. If the cancellation takes place after the said terms, BUSINESS & LIMOUSINESS UG bills a percentage of the agreed price for compensation. 50 % are charged for a cancellation up to 12 hours in advance, 80 % for a cancellation up to 3 hours before the contracted making delivery, 100 % at a later cancellation and if the customer fails to appear. As from an order of 4 Limousines, cancellations which take place 8 working days in advance of the contracted making delivery are free of charge. If the cancellation takes place after the said terms BUSINESS & LIMOUSINESS UG bills a percentage of the agreed price for compensation. 50 % are charged for a cancellation up to 6 days before, 80 % for a cancellation up to 3 days before the contracted making delivery, 100 % at a later cancellation and if the customer fails to appear. Accrued expenditures are charged by BUSINESS & LIMOUSINESS UG independently of the timeliness of cancellation. The client is allowed to give evidence, that the BUSINESS & LIMOUSINESS UG had none or few damage. BUSINESS & LIMOUSINESS UG reserves the right to withdraw completely or partly if the customer suspends payment or becomes bankrupt. Furthermore, BUSINESS & LIMOUSINESS UG reserves the right to withdraw completely or partly if we can assume that, due to external circumstances, our services are misused or the customer infringes upon their duties according to this contract.

Liability and Responsibility of the customer

The customer is committed to inform BUSINESS & LIMOUSINESS UG of every alteration of their name, their address (for account), their form of organisation and their bank connexion. Just as the customer has to provide the necessary information of passengers and time and place to pick up. If they fail to do so, they are liable for damages which could have been avoided with a timely notice. The customers commit themselves, also on behalf of the passengers, not to misuse the services of the BUSINESS & LIMOUSINESS UG, especially not to disturb or constrain the customer fulfilment, to cause damage and to refuse payment of fares. In case, that the customer violates the said responsibilities, BUSINESS & LIMOUSINESS UG is authorized to use all means to correct the misuse. If the customer is culpable for any violation they are also liable for compensation.

Liability

BUSINESS & LIMOUSINESS UG is liable for compensation - no matter on which legal ground - only for deliberate or grossly negligent violations of contractual obligations by BUSINESS & LIMOUSINESS UG. The liability for bodily harm complies with legal regulation. The vehicles are casualty insured according to the respectively applicable regulation of the General Conditions of Insurance. The customer has to care for optional, additional insurance by themselves. is not liable for any missed appointments and their economic consequences for the contractual partner and/or passengers.

Ble for damage caused neither by erroneous forwarding of information trough the contractual partner nor for the passenger. Only German law applies for all privities of contract between BUSINESS & LIMOUSINESS UG and its customers. Court of jurisdiction and place of fulfilment is Berlin.