

# GENERAL TERMS AND CONDITIONS

## 1. General

All following terms and conditions refer to all services provided by EZY GmbH, these apply to passenger transport in occasional services, rental car traffic and all excursions with passenger cars. These also apply to all other business relationships, so these do not have to be specially agreed upon for further orders. The services are considered to be binding once the customer has used them. Changed terms and conditions are effective only by a written confirmation on our part. The terms and conditions of the company EZY GmbH are in any case 100% valid even if they are in conflict with third parties or the customer. Changes to the terms and conditions are reserved.

## 2. Subject of the contract / conclusion and exclusion of carriage

- 2.1. The contractor shall accept travel orders verbally, by telephone, by fax, in writing or online at the current conditions, which he has published at the time of the order on pamphlets or on the internet. However, a contract is concluded only if the contractor has either confirmed this order in writing in advance or if the trip is actually commenced. If the acceptance of an order has been made on the basis of a printing, arithmetic or spelling error, the contractor reserves the right to resign. The client is obliged to communicate to EZY GmbH all relevant factors to the execution of the contract such as place of order, date, number of people, desired vehicle, number of pieces of luggage. The above-described information and data must be available to EZY GmbH within a reasonable time and in a definitive, binding version. A transport order only comes into existence when the customer has sat down in the vehicle and announced his destination.
- 2.2. The subject of the contract is the transport of persons and other services. The company EZY GmbH reserves the right to exclude persons from the carriage, who represent a danger for the safety and order, do not follow the instructions of the chauffeur or damage the vehicle willfully or grossly negligently.
- 2.3. For scheduled departures to airports, train stations or ports or pickups from airports, ships or stations, a specific pick-up time can be arranged. In these cases, any changes to the timetable by the customer must be made in good time to the knowledge of the contractor that a change in the pick-up time may be agreed between the contracting parties. Otherwise, the customer is liable for damages incurred by the contractor. Pickups from airports may, unless a specific pick-up time has been agreed, also refer to the arrival of certain flights. In this case, it is up to the customer to inform the contractor of the exact flight data, in particular the flight number. Contractually owed is always the pickup at the time of scheduled arrival, unless the customer notifies the contractor of the change in time of arrival in good time or it was reasonable for the contractor and possible to inform himself in good time about the exact time of arrival. Prerequisite for a punctual collection is in principle the timely granting of the order from the customer to the contractor. It is considered to be a timely order if the customer gives the order 3 hours before pickup. For late pick-ups or arrivals, especially at the airport, train station or to commence a journey of the customer, which are subject to the fact that the customer has not given his driving assignment in time, the contractor accepts no liability. The Contractor shall be liable for any damage caused to the customer by late departure or arrival at the destination, only if (1) compliance with a specific departure or arrival time between the contractor and the customer has been expressly agreed beforehand and (2) the service failure is not natural disasters, unforeseen

technical defects, weather-related emergency, legal requirements, strike, lockout, demonstrations, traffic congestion or accidents or for reasons that are in the sphere of the customer. This is especially true at airport or train station rides. Furthermore, the contractor is not liable if the customer has determined the departure or arrival time himself and has thereby ignored ordinary travel delays, for example due to traffic jams etc. As well as short-term changes to the timetable or a premature arrival or late arrival of the customer, this does not release him from his obligation to pay.

Even if they occur with subcontractors, suppliers or subcontractors, the company EZY GmbH is not responsible even for bindingly agreed deadlines and dates the aforementioned points. EZY GmbH is also exempt from liability, as far as exceeding the duration of transport is based on circumstances that we could not have avoided even with the utmost care and could not avert their consequences.

2.4. Warranty claims arising from service defects in time are excluded if they are not asserted in writing within 3 days of service provision.

### **3. Prices**

Unless otherwise agreed, the current price list of EZY GmbH always applies. Additional services will be charged extra. The prices are, unless otherwise agreed, excluding the additional costs and plus expenses and possible traffic use fees (ferries, tunnel fees, toll, etc.), which are incurred in the context of the order. In particular, expenses incurred by the customer or by persons to be transported as part of the service are not included in the price and will be charged separately. The company EZY GmbH adheres to the prices given in their offer 14 days bound, in addition, it requires a new agreement. If wages, material costs or market prices rise thereafter until the performance of the service, the contractor is entitled to increase the price reasonably in accordance with the cost increases. All prices are, unless otherwise stated, in EURO and include VAT.

### **4. Terms of payment**

The fare for services is due upon delivery and will be charged by bank transfer, credit card or prepayment. Exceptions are only orders for which a different written agreement has been made in advance. For a larger order, the client commits to pay a deposit of 50%. After completion of our service in any form follow after invoicing the other 50%. Residual payments are due two weeks after receipt of the invoice, unless another written agreement has been reached. Invoices are to be paid without deduction by bank transfer to one of the bank accounts specified in the invoice or, if present, collected by the company EZY GmbH via the credit card immediately. The method of payment direct debit from the customer account is possible from at least 25,- Euro upon presentation of a valid debit card, credit cards are accepted as a means of payment in all vehicles. Cash payments in the car are not allowed, prepayment for new customers from abroad the rule. The payment shall only be considered as soon as EZY GmbH can dispose of the requested and invoiced amount. If the contracting party defaults, EZY GmbH shall be entitled to charge interest on the outstanding amount at the rate of interest on open-ended overdraft facilities calculated by the commercial banks at the end of the 14-day payment period. In the case of chargebacks and other late payments caused by the customer, the return debit notes calculated by the respective bank / credit institution will be charged in full to the customer. For reminders, the contractor will charge a reminder fee of EUR 5.00 for dunning level I and a reminder fee of EUR 5.00 for required dunning level II. In the event that the contracting party does not meet its payment obligations, the company EZY GmbH is entitled to make the entire remaining debt due and demand advance payments or securities. Furthermore, the company EZY GmbH is entitled to withdraw from all contracts in the event of default of the customer.

## 5. Cancellations

If the client should withdraw from the contract or should he not use the services of our company without withdrawal, the contractor is entitled to demand a reasonable replacement for arrangements and plans. This also applies if the client is not at fault. EZY GmbH is entitled to generalize the claim for damages. If the agreed service is not used without cancellation, the client has to pay the agreed price without any deduction.

The client may at any time withdraw from orders or only use partial services of orders. In this case, EZY GmbH calculates flat-rate cancellation fees in the amount of:

- up to 2 days before the start of the order for free
- less than 2 days, but at least 24 hours before the start of the order 50% of the agreed price
- Less than 24 hours before the order starts 100% of the agreed price

## 6. Obligations and liability of the customer and passenger

The duty of our passengers is to behave in the same way as the operation of our vehicles, as it requires the safety and order of the operation, their own safety, the safety of our chauffeur and the consideration of other persons. For reasons of safety, the instructions of the chauffeur are always to be obeyed. You are responsible for compliance with the obligation to sit on your own, as well as for the supervision and compliance with the obligation to secure in the care of underage persons, as well as for the supervision and proper protection of accompanying animals. Customers must ensure that they or their underage passengers traveling with them open the vehicle doors only when requested to do so by the driver. Customers and accompanying persons are nevertheless obliged to check whether it is possible to open the doors without danger. In the event of damage, customers and accompanying persons are liable for any damage caused by them. Carried luggage and accompanied animals are in the care of the customer during the transport, even if the contractor is of course happy to help with the proper loading and securing. If a load securing is not possible or objects can only be loaded at the risk of the driver or the vehicle, such objects may be excluded from carriage. Furthermore, passengers may be excluded from carriage if the customer has made a false entry or the exact number of passengers has not been communicated so that each passenger does not have a separate seat in the vehicle. In the event of non-contractual handling of the vehicle with the vehicle, the contract can be terminated with immediate effect, as far as the guest does not respond to a warning. In this case, the termination of the carriage does not require a separate notification and the company EZY GmbH still retains the full compensation claim for the entire agreed duration of the contract. This does not affect the claim for compensation for damage caused by non-contractual handling of the vehicle provided. Damage to the vehicles or other damage must be compensated by the causer or our contractual partner. If the causer and our contractual partner are not identical, both are jointly and severally liable. The liability also exists if the client is not at fault. For wanton impurities cleaning fees are charged separately.

## 7. Warranty, Liability and Limitation of Liability

7.1. Natural wear on transport goods, luggage etc. is excluded from the warranty. Suitcases, bags and other transport containers are in proper use during transport by the contractor and are subject to natural wear during carriage. Damage to the paintwork of bicycles, wheelchairs and baby carriages transported by the contractor, etc. can not be ruled out even if properly loaded and properly transported.

7.2. Possible warranty claims regarding damages of goods to be transported are to be brought to the attention of the contractor immediately at the end of the journey.

7.3. Customers are responsible for any bodily injury or property damage resulting from their own consump-

tion of tobacco, alcohol or food in the vehicle, even if such enjoyment has been authorized by the Contractor. The consumption of tobacco or electric cigarettes in vehicles is, however, generally prohibited for other passengers.

- 7.4. The liability of the contractor for damages that are not physical injury or damage to health is limited to twice the fare, as far as a damage of the customer is neither intentional nor grossly negligent caused by the contractor.
- 7.5. The customer is liable within the scope of the statutory provisions for all property or personal injury caused by him. This also applies to damage caused by minor accompanying persons, animals or transported goods which, for health or negligence, are the property of the contractor or third parties. This also applies in particular to damage caused by contamination by vomiting, incontinence, entrained food or tobacco products. In order to quantify such damages, the contractor will assert not only the elimination but also the loss of profit due to breakdown damage caused by ventilation or drying.

## **8. Privacy**

The contractor collects, processes and uses operating and personal data in accordance with the statutory provisions. The customer expressly agrees to the collection, processing and use of his personal data (Art. 6 GDPR).

## **9. Choice of law**

The law of the Federal Republic of Germany applies to these business relationships and the entire legal relationship between EZY GmbH and the contracting party. If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction is the court responsible for the place of business of EZY GmbH.

## **10. Severability clause**

If any provision of the contract or these terms and conditions or a future provision be wholly or partially invalid or unenforceable or later lose their legal validity or feasibility, so shall the validity of the remaining provisions shall not be affected. The same applies insofar as it should turn out that there is a regulatory gap. The parties agree that, instead of the invalid or unenforceable provisions or to fill the gap, an appropriate provision should be made which, as far as is legally possible, comes closest to what they intended or would have intended according to the spirit and purpose of the contract, if the ineffectiveness, impracticability or gap had been known. This also applies if the invalidity of a provision is based, for example, on a measure of performance or time prescribed in the contract (deadline or deadline); A legally compliant measure of performance or time (deadline or deadline), as close as possible to the desired, shall then be deemed agreed.