

GENERAL TRAVEL TERMS AND CONDITIONS OF STADTMARKETINGGESELLSCHAFT DESSAU-ROSSLAU MBH

Dear customers,

The following travel conditions shall apply to travel packages for which Stadtmarketinggesellschaft Dessau-Roßlau mbH, having its place of business at Kavalierstr. 37-39, 06844 Dessau-Roßlau (hereinafter referred to as "SMG") acts as a travel organiser. If a travel package is booked, these terms and conditions shall become part of the package travel contract concluded between the customer (hereinafter referred to as "traveller") and SMG to the extent they are effectively included in the contract.

The terms and conditions will be sent to the customer/traveller in writing or by e-mail before booking. They shall apply in addition to and fill any gaps in the statutory provisions of section 651 lit. a through to y of the German Civil Code (BGB) and articles 250 and 252 of the Introductory Law to the German Civil Code (EGBGB). Please read these terms and conditions carefully before booking because booking a travel package shall be deemed an acknowledgement of these terms and conditions.

1. Conclusion of the package travel contract; general information

1.1 Upon the customer's request, SMG will send the customer (if necessary, after further consultation with the customer about his or her wishes) a specific written offer detailing the services, prices, and travel period for the travel package selected by the customer. In this case, the package travel contract is deemed to be concluded if the customer accepts the binding offer of SMG without any supplements, restrictions, or other changes within the period specified by SMG in the offer. The receipt of the customer's written declaration of acceptance by SMG shall be decisive for the conclusion of the package travel contract. SMG shall inform the customer of the receipt of the declaration of acceptance; however, the package travel contract shall already be effective upon receipt of the declaration by the customer.

1.2 Upon the conclusion of the contract (or immediately thereafter), the customer shall receive a written travel confirmation containing all essential information about the booked travel services. If both parties sign the contract at the same time and the same place (conclusion of the package travel contract on-site), the customer is entitled to receive a paper-based travel confirmation; otherwise, especially in electronic commerce, the travel confirmation may be saved to and sent on a permanent electronic medium.

1.3 If the travel confirmation from SMG differs from the content of the booking request, the travel confirmation shall be deemed to be a new offer made by SMG. SMG shall be bound by this new offer for ten (10) days, provided that the deviation from the booking request only is a minor one. If the travel confirmation differs significantly from the booking request, the binding period stated in the travel confirmation shall apply, starting with the receipt of the new offer by the guest/customer. In this case, the contract shall be deemed to be concluded if and when the customer accepts the amended offer in writing without any extensions, restrictions, or other changes. The contract will be concluded at the latest by making the down payment, final

payment, or commencement of travel.

1.4 Any information provided by SMG prior to the conclusion of the contract about essential characteristics of the travel package, the travel price including any additional costs, payment terms, and cancellation fees (pursuant to article 250 section 3 nos. 1, 3 to 5 and 7 of the Introductory Law to the German Civil Code [EGBGB]) shall not become part of the package travel contract unless expressly agreed in writing.

1.5 SMG draws the customer's attention to the fact that, pursuant to the statutory provisions (sections 312 para. 7, 312 lit. g para. 2 sentence 1 no. 9 of the German Civil Code [BGB]), the customer has no right of withdrawal (*Widerrufsrecht*) in the case of package travel contracts pursuant to section 651 lit. a and section 651 lit. c of the German Civil Code [BGB] that have been concluded at a distance, but only the statutory rights of revocation (*Rücktrittsrecht*) and termination (*Kündigungsrecht*), in particular the right of revocation pursuant to section 651 lit. h of the German Civil Code [BGB] (see also clause 5).[

However, there is a right of withdrawal if the package travel contract has been concluded outside any business premises pursuant to section 651 lit. a of the German Civil Code [BGB] unless the oral negotiations resulting in the conclusion of the contract have been conducted based on the prior order of the traveller/customer in his or her capacity as a consumer; in the latter case, there is no right of withdrawal.

1.6 If the traveller only books an entrance ticket or another individual tourist service of a third-party provider (e.g., bike rental) without any other travel services, SMG acts only as an agent of a third-party service provider. The purchase of entrance tickets/individual tourist services from a third-party service provider shall only create a contractual relationship between the traveller/customer and the respective third-party service provider. The name of the respective third-party provider is reflected on the entrance ticket or in the confirmation document issued for the respective individual tourist service.

2. Security certificate; payments

2.1 SMG and any travel agents may only demand or accept payment of the travel price prior to the end of the travel package if an effective agreement on the insurance of customer payments exists and the customer has received the security certificate stating the name and contact details of the insurance provider in a clear, understandable and prominent manner. SMG has taken out insolvency insurance with the insurance company tourVers GmbH / HanseMercur Reiseversicherung AG to safeguard any amounts paid by the customer. The customer will receive a security certificate together with the travel confirmation. Besides, the travel confirmation will contain the amounts of the down and final payments and, if applicable, the cancellation fees.

2.2 After receipt of the security certificate, a down payment of 20 per cent of the package price shall be paid to SMG. The balance is due for payment 30 days prior to commencement of travel. For bookings made less than 30 days prior to commencement of travel, the total package price shall be due immediately.

2.3 If the travel package does not include transportation of the customer from/to his or her place of residence or other point of departure to/from the place where the contractual services shall be provided, SMG is under no obligation to take out insurance against insolvency and to hand over a security certificate. The same shall apply if the contracting parties agree on an

individual basis that the total package price is due for payment without prior down payment only at the end of the package travel after the customer has received all travel services.

2.4 If any payments due are not made or not made in full, and the traveller/customer does not even pay the amounts due after SMG has sent a reminder (including a grace period), although SMG is willing and able to provide the contractual services duly and has fulfilled their statutory duties to provide information and the customer has no statutory or contractual right of retention, SMG may revoke the respective package travel contract, unless there is already a significant travel defect at that time. In the event of revocation of the package travel contract within the meaning of this paragraph, SMG may demand revocation fees pursuant to clause 5.4 as compensation. The traveller/customer is entitled to prove that SMG has incurred no costs or significantly lower costs than the amounts claimed as compensation.

3. Travel package; changes in the travel package

3.1 SMG may make changes to the travel package descriptions at any time prior to the conclusion of the contract; the traveller shall be informed of such changes prior to booking.

3.2 Prior to the commencement of travel, SMG may make deviations in essential characteristics of the agreed travel package if the deviations are insignificant and do not impair the overall nature of the travel package and if these deviations become necessary after the conclusion of the contract and are not brought about by SMG contrary to good faith.

3.3 SMG shall inform the customer of any changes in the travel package immediately, as soon as SMG has obtained knowledge of the reason for the change; this notification shall be made in writing on a durable medium (such as by e-mail or SMS). If necessary, SMG will offer the customer to make changes to the travel package or to revoke the package travel contract free of charge.

3.4 If there is a significant change in essential characteristics of the travel package or a deviation from special requirements of the customer that have become part of the package travel contract, the customer may either accept the change within a reasonable period set by SMG in connection with the notification of the change or revoke the package travel contract free of charge. As an option, the customer may request to participate in a substitute trip, provided that SMG has made such a travel offer. If the customer does not respond to SMG or does not respond within the period set by SMG, the change notified by SMG shall be deemed to have been accepted, provided that the notification informed the customer about the change made to the travel package in a clear, understandable and prominent manner pursuant to clause 3.3.

3.5 If the costs incurred for the changed travel package or the cost of a replacement trip of comparable quality are lower than the cost of the original travel package, SMG will reimburse the customer for the cost difference pursuant to section 651 lit. m para. 2 of the German Civil Code [BGB].

3.6 If the changed travel package is defective, any warranty claims of the customer shall remain unaffected.

4. Special requests

Booking offices (so-called travel agents) may only accept special requests if they are designated as non-binding. SMG will make every effort to accommodate requests for special services not advertised in the travel package description (e.g., selection of two rooms next door to each other or rooms in a specific location). Booking offices are not entitled, either before or after the conclusion of the package travel contract, to make any promises or agreements that deviate from travel package descriptions or package travel contracts already concluded without written confirmation from SMG, unless they have been separately authorised to do so.

5. Revocation by the traveller prior to commencement of travel; cancellation costs

5.1 The customer may revoke the package travel contract at any time prior to commencement of travel under applicable laws and regulations. The revocation may be declared to SMG at the above address. SMG recommends using the text form for the revocation notice.

5.2 If the traveller revokes the contract or if the traveller does not commence travel, the claim to the package price expires. Instead, SMG may demand reasonable compensation for the travel arrangements and expenses incurred up to the date of revocation/non-commencement (cancellation costs) depending on the package price, unless the customer's revocation or failure to commence travel falls in the responsibility of SMG or is unavoidable, or extraordinary circumstances (e.g., war, civil unrest, epidemic, pandemic, natural disaster) have occurred at the destination or in its immediate vicinity which have a significant adverse effect on the travel package or the transportation of persons to the destination. These costs are set out below in clause 5.4; they shall be calculated on a lump-sum basis as a percentage of the package price, and their amount shall depend on the proximity of the date of revocation to the contractually agreed start of the trip. Saved expenses and any possible alternative deployment of the travel services will be taken into account for this cost calculation.

5.3 The traveller may prove that no costs were incurred in connection with revocation or non-commencement of travel or that the costs incurred were significantly lower than the lump-sum costs applied by SMG under clause 5.4. In individual cases, SMG reserves the right to demand a higher, precisely quantifiable compensation instead of the lump-sum compensation pursuant to clause 5.4; in this case, SMG shall prove that they have incurred significantly higher expenses than the applicable lump-sum compensation, taking into account the expenses saved and any possible alternative deployment of the travel services.

5.4 The lump-sum fee is per person and usually amounts to:

- 20% of the travel price for any revocation made until the 31st day prior to commencement of travel
- 25% of the travel price for any revocation made until the 21st day prior to commencement of travel
- 40% of the travel price for any revocation made until the 11th day prior to commencement of travel
- 70% of the travel price for any revocation made until the 6th day prior to

commencement of travel

- 90% in case of revocation on the day of arrival/day of service and non-arrival or non-utilisation of the service.

5.5 If SMG is under an obligation to refund the package price due to revocation by the customer, SMG will make payments without delay, but in any case, within fourteen (14) days of receipt of the notice of revocation.

5.6 The provisions of this paragraph shall not affect the customer's statutory right to demand from SMG in a message to be sent on a durable medium that a third party takes over the rights and duties under the package travel contract in his or her place (section 651 lit. e of the German Civil Code [BGB]). Any such declaration made by the customer must be received by SMG seven (7) days prior to commencement of travel.

5.7 The customer is recommended to take out travel cancellation insurance and insurance to cover repatriation costs in case of an accident or illness.

6. Rebooking; substitute participants

6.1 After the conclusion of the contract, the customer has no legal claim to changes concerning the travel date, the travel destination, the place of departure, the accommodation, the type of catering, the type of transport, or other services (rebooking), unless rebooking is necessary because SMG has provided the traveller without or with insufficient or incorrect pre-contractual information pursuant to article 250 section 3 of the Introductory Law to the German Civil Code [EGBGB]; in this case, rebooking shall be free of charge.

If possible, SMG will make rebookings at the customer's request up to the 31st day prior to commencement of travel. SMG may charge the customer a separate rebooking fee of €25 per traveller affected by the rebooking. Additional costs incurred vis-à-vis service providers of SMG (e.g., hotels) will be charged separately, if applicable.

6.2 Rebooking requests made by the customer after the expiry of the deadline specified in clause 6.1 can only be carried out after the customer has revoked the package travel contract pursuant to clause 5 under the conditions specified therein and has subsequently concluded a new contract, provided that the rebooking request can be carried out at all and the costs incurred for the customer's rebooking request are not merely minor. If only nominal costs are incurred, SMG may charge a rebooking fee under clause 6.1. There is no right to conclude a new package travel contract.

6.3 The traveller may declare to SMG within a reasonable period prior to commencement of travel on a durable medium that a third party will take over the rights and duties under the package travel contract in his or her place. The declaration is deemed to have been given in good time if it is received by SMG no later than seven (7) days prior to commencement of travel. SMG reserves the right to object to this taking over of the contract by a third party if the respective third party does not meet the contractual travel requirements. If a third party takes over the contract, the third party and the traveller are jointly and severally liable to the travel organiser for the package price and any additional costs caused by the entry of the third party. SMG may only request reimbursement of additional costs, if and to the extent these costs are reasonable and have been incurred. SMG must provide evidence of the amount of additional costs incurred due to the entry of the third party.

7. Termination for reasons of conduct

7.1 SMG may terminate the package travel contract without notice if the traveller persistently disrupts the deployment of the travel services despite an appropriate warning by SMG. The same applies if the traveller's conduct is a material violation of the package travel contract so that the immediate cancellation of the contract is justified.

7.2 Clause 7.1 shall not apply if the customer's conduct in breach of the contract is caused by SMG's breach of their duty to provide information. In such a case, SMG may still have a claim to the travel price, but must, if applicable, take into account the value of any saved expenses and any benefits that have arisen from alternative deployment of services not used by the customer.

8. Termination due to force majeure

If the travel package is substantially obstructed, jeopardised, or impaired as the result of force majeure not foreseeable when the contract was entered into (e.g., war, civil unrest, epidemic, pandemic, natural disaster), then both the travel organiser and the traveller may terminate the contract pursuant to section 651 lit. h of the German Civil Code (BGB).

9. Notice of defect, relief, reduction, termination

9.1 If a travel service is not provided or not provided as contractually agreed, the traveller may demand relief. SMG may refuse such relief if it requires disproportionate expense. The traveller shall immediately notify a representative of SMG at the tourist information office or the service partner of SMG of any defect. If no representative of SMG or SMG's service partner is on-site and/or if no representative of SMG or their service partner must be on-site according to the contract, any travel defects must be brought to the attention of SMG at the contact point notified by SMG. The contact point of SMG will be stated in the travel confirmation. The traveller is free to also inform the travel agent through whom he or she booked the travel package.

9.2 The traveller can demand a reduction of the travel price if travel services have not been provided under the contract and he or she has not culpably failed to report the defect immediately after discovery.

9.3 If the travel package is substantially impaired due to a defect and SMG does not provide relief within a reasonable period, the traveller may terminate the contract according to the applicable laws and regulations. The same applies if the traveller cannot reasonably be expected to accept the travel package due to such a defect for a compelling reason discernible to SMG. SMG recommends using the text form for the termination notice.

10. Duty to co-operate

Each traveller shall co-operate in the event of service disruptions under the applicable laws and regulations to avoid or minimise any damage.

11. Limitation of liability

11.1 The liability of SMG for any damages that are not injuries and have not been culpably caused by SMG is limited to three times the travel price (section 651 lit. p para. 1 of the German Civil Code [BGB]).

11.2 SMG's liability for damages is excluded or limited to the extent that the liability of the respective service provider is also excluded or limited due to international agreements or statutory provisions based on such agreements and applicable to the services to be rendered by the respective service provider. If the traveller has a claim against SMG for compensation or reimbursement (due to a reduction) of an overpayment, the traveller's claim for damages shall be reduced by the amount paid to the traveller as compensation or reimbursement (due to a reduction) based on the same event.

11.3 The travel organiser is not liable for compensation of defects culpably caused by the traveller or by unavoidable, extraordinary circumstances. The travel organiser is also not liable for damages for service disruptions, personal injury, and property damage in connection with third-party services merely arranged by SMG (e.g., excursions, exhibitions, sightseeing, accommodations, meals) if these services are expressly identified as third-party services in the travel description and confirmation, and if the name and address of the third-party service provider are given in these documents so that the traveller can be expected to know that the services are not part of SMG's travel services and if the respective damage could not have been foreseen or avoided by SMG. Any claims of the traveller under sections 651 lit. b, 651 lit. c, 651 lit. w and 651 lit. y of the German Civil Code (BGB) shall remain unaffected.

11.4 Claims pursuant to section 651 lit. i para. (3) nos. 2, 4 to 7 of the German Civil Code (BGB) shall be asserted against SMG. Alternatively, such a claim can also be asserted through the travel agent if the package tour was booked via this travel agent. SMG recommends using the text form for the claim notice.

Kommentiert [BE1]: An dieser Stelle fehlt im Deutschen der Verweis auf das BGB.

12. Obligation to inform the customer

12.1 SMG fulfils its obligation to inform the customer prior to travel registration pursuant to section 651 lit. d para. 1 of the German Civil Code (BGB) to the extent these obligations have not already been fulfilled by the travel agent; in particular, SMG shall inform the customer about essential characteristics of the travel package, the package price, down and final payments, the minimum number of participants, compensation in case of cancellation, etc. and make available the form to be used for travel packages.

12.2 The traveller is responsible for compliance with all regulations that are important for the travel package. All disadvantages, including the payment of revocation costs resulting from non-compliance with these regulations, shall be borne by the customer unless they are due to culpable misinformation or failure to provide information by SMG.

13. Data privacy

Any personal data provided by the traveller to SMG will be electronically processed and used to the extent necessary for the performance of the contract. Personal data of the traveller will be

processed under German and European data protection law. For more information on handling personal data, please refer to www.visitdessau.com/Datenschutz/.

14. Dispute resolution and settlement procedures

14.1 SMG does not participate in dispute resolution proceedings before a consumer arbitration board and is under no legal obligation to do so.

14.2 For all package travel contracts concluded in electronic legal transactions, the travel organiser refers to the European online dispute resolution platform <https://ec.europa.eu/consumers.odr>.

15. Choice of law; place of jurisdiction

15.1 The entire legal and contractual relationship between SMG and customers/travellers who are not nationals of a member state of the European Union or Swiss citizens shall be exclusively governed by German law.

Any legal actions brought by the customer/traveller against SMG shall be decided by the courts of SMG's registered place of business.

15.2 Any legal actions brought by SMG against the traveller shall be decided by the courts at the domicile of the traveller. Any legal actions against contracting parties to the package travel contract who are merchants, legal entities under public or private law or persons who have their domicile or habitual residence abroad or whose domicile or habitual residence is not known at the time the action is brought, shall be decided by the courts of SMG's registered place of business.

15.3 The above provisions on choice of law and place of jurisdiction do not apply if and to the extent that any provisions of international agreements that cannot be excluded by way of contract and that apply to the package travel contract between the traveller and the travel organiser lead to another result in favour of the traveller or if and to the extent that provisions that cannot be excluded and that apply to the package travel contract in the member state of the EU to which the traveller belongs are more favourable to the traveller than the provisions in these terms and conditions or the applicable German laws and regulations.