

TERMS AND CONDITIONS OF STADTMARKETINGGESELLSCHAFT DESSAU-ROSSLAU MBH FOR ARRANGING TRAVEL SERVICES

Dear Customer,

The following terms and conditions for arranging travel services shall apply to situations in which Stadtmarketinggesellschaft Dessau-Roßlau mbH, having its place of business at Kavalierstr. 37-39, 06844 Dessau-Roßlau (hereinafter referred to as "SMG" or "Agent") acts as an agent for travel services (travel packages, hotel bookings, other tourist services, etc.). If travel services are booked, these terms and conditions shall become part of the agency 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 sections 651 lit. a to y of the German Civil Code (BGB) and articles 250 and 251 of the Introductory Law to the German Civil Code (EGBGB). Please read these terms and conditions carefully before booking because booking travel services shall be deemed an acknowledgement of these terms and conditions.

Scope of application of these terms and conditions:

These terms and conditions are divided into three subsections (I to III), depending on the type of travel service arranged by the agent:

- I. Customers can find the exclusive provisions for arranging a single travel service or several travel services of a single type of travel service in **subsection I**.
- II. Customers can find the exclusive provisions for arranging associated travel services in **subsection II**.
- III. Customers can find the exclusive provisions for arranging a travel package in **subsection III**.

Subsection I: Arranging a single travel service or several travel services of a single type of travel service

This subsection covers the arrangement of a single travel service or several travel services of a single type of travel service within the meaning of section 651 lit. a para. 3 sentence 1 of the German Civil Code (BGB) and shall exclusively apply if the travel services arranged by the agent are neither part of associated travel services (see subsection II) nor part of a travel package (see subsection III).

For this purpose, the law does not require a form sheet to inform the customer.

1. Conclusion of the agency contract; applicable laws and regulations

1.1. A binding customer request, which can be made by telephone, in writing, or verbally on-site, shall be deemed an offer to SMG to conclude an agency contract. Under the agency contract, SMG shall arrange a specific travel service with a third-party provider on behalf of the customer. The agency contract comes into effect upon SMG's acceptance of the customer's order of agency services. The order and acceptance declarations do not require any particular form.

If the order is placed electronically (e-mail, Internet), SMG shall send an electronic notice of receipt without delay. If the order confirmation from SMG differs from the customer's offer, the confirmation shall be deemed to be an offer of a new agency contract that may be accepted by the customer by express declaration.

1.2 Unless otherwise provided for in mandatory laws and regulations, the rights and obligations of the contracting parties are based on the contractual agreements made between the contracting parties, these terms and conditions, and the legal regulations (including sections 651 lit. a et seq. of the German Civil Code [BGB] in connection with article 250 et seq. of the Introductory Law to the German Civil Code [EGBGB] and Sections 675, 631 et seq. of the German Civil Code [BGB] on nongratious management of the affairs of another).

1.3 The rights and obligations of the customer vis-à-vis the provider of the arranged travel service shall be governed exclusively by the agreements made with the service provider (including their general terms and conditions) if and to the extent the general terms and conditions have been effectively included in the contract. For transport services, the conditions of carriage and tariff regulations issued on a statutory basis by the competent transport authority or based on international agreements shall apply without any special agreement or reference.

2. Contractual obligations of SMG under the agency contract; advice and information

2.1. SMG advises the customer in the best possible way based on these terms and conditions. At the customer's request, SMG will submit a booking request to the respective service provider. After the service provider has confirmed the booking request, the documents covering the travel service arranged by SMG shall be handed over to the customer unless it has been agreed that the service provider shall send the documents directly to the customer.

2.2 SMG shall be liable for the correct selection of information sources and the correct forwarding of information and notices to the customer under the contractual agreements and applicable laws and regulations. The agent shall only be liable for the correctness of information provided under section 675 para. 2 of the German Civil Code (BGB) if a special information contract has been concluded.

2.3 SMG does neither give any guarantee nor assume any procurement risk within the meaning of section 276 para. 1 of the German Civil Code (BGB) for information on prices, services, booking conditions, or availability of the travel service to be arranged unless an express agreement to this effect has been made.

2.4 When arranging travel services, SMG is under no obligation to determine/offer the most favourable service provider for the respective travel service requested unless an express agreement to this effect has been made.

3. Special requests

When arranging travel services, any special requests of the customers will only be forwarded by SMG to the service provider. Unless expressly agreed otherwise, SMG shall not be liable for the fulfilment of such special requests. Special requests do not become the contractual basis of the respective agency order. SMG points out that, basically, any special request shall only become part of the contract with the service provider if the respective service provider expressly confirms acceptance of the special request.

4. Documents covering the arranged travel service

4.1 SMG shall hand over the documents covering the arranged travel services at SMG's business premises or send them by post or electronically unless the documents are sent directly to the customer by the service provider.

4.2 The parties to the agency contract shall review any contractual and other travel services documents handed over to the customer by the agent (e.g., booking confirmations, entrance tickets, insurance vouchers, hotel vouchers) for correctness and completeness, as well as for conformity with the booking request and the agency order.

5. Customer's obligation to co-operate

5.1 In the event of incorrect or incomplete information (including personal customer data), documents, or information about the arranged travel service, the customer must notify SMG immediately after he or she has obtained knowledge of the error. The same shall apply to the incomplete execution of arranged services (e.g., failure to make a reservation or booking) or deficiencies in SMG's agency activities that are apparent to the customer.

5.2 If the customer fails to notify SMG of a deficiency as provided for in clause 5.1, the following shall apply:

5.2.1 If the customer fails to give notice under clause 5.1 through no fault of his or her own, his or her claims shall remain unaffected.

5.2.2 If SMG proves that the customer would not have suffered any damage or would not have suffered damage in the amount claimed by the customer if the customer had notified SMG correctly, the customer shall not be entitled to any claims against SMG. The same shall apply if SMG proves that it would have been possible to remedy the defect or reduce the damage (e.g., by rebooking or cancelling the arranged travel service with the service provider) if the customer had notified SMG immediately.

5.2.3 This shall not affect claims of the customer in the cases described in clause 5.1 if the customer suffers damages resulting from injury to life, body, or health or other damages based

on an intentional or negligent breach of duty by SMG, its legal representative, or its vicarious agents. The same shall apply to claims for any breach of material contractual obligations.

5.2.4 The liability for booking errors under section 651 lit. x of the German Civil Code (BGB) shall also remain unaffected.

5.3. Any contractual and/or statutory obligations of the customer regarding the notification of defects to the service provider shall remain unaffected by the provisions of this paragraph.

6. Terms of payment of the service providers; collection, retention, and offsetting of payments

6.1. If service and payment provisions of the service providers have been effectively agreed upon between the service provider and the customer, SMG shall be entitled to claim payments from the customer according to these provisions. This also includes any compensation for revocation (cancellation costs) and other statutory or contractual claims of the service provider.

6.2 SMG may assert payment claims against the customer as a collection agent of the service provider unless otherwise agreed in the contractual agreements between SMG and the service provider. Alternatively, SMG may also assert claims in its own right based on the statutory advance payment obligation of the customer in his or her capacity as principal (section 669 of the German Civil Code [BGB]).

6.3 The customer may not refuse SMG's own payment claims by asserting a right of retention or set-off and stating that he or she has claims against the service provider (e.g., due to unsatisfactory performance of the arranged contract). This shall not apply if SMG's culpable breach of contractual obligations has caused or contributed to the claim or if SMG is liable to the customer for the claims asserted by him or her for other reasons.

7. Information on the possibility of insuring travel services

7.1 SMG draws the customer's attention to the possibility of taking out travel cancellation insurance to minimise any costs that might arise in the event of a cancellation of services by the customer.

7.2 SMG also points out that, typically, any damages suffered by the customer due to a cancellation of travel services after their commencement are not covered by travel cancellation insurance.

7.3 Unless otherwise agreed, travel interruption insurance must also be taken out separately.

7.4 The customer is also advised that the terms and conditions of the travel insurance policies may contain special contractual conditions and/or customer obligations to co-operate, including deductibles, limitations or exclusions of liability, or defined periods for the notification of damages.

8. Complaints of the customer against service providers

8.1 The customer's attention is drawn to the fact that, generally, specific deadlines apply to the assertion of claims against service providers. These deadlines may result from applicable laws and regulations or contractual agreements. SMG also draws attention to the fact that, generally, it is not sufficient to assert claims against the agent within these deadlines to make sure that the deadline is met. The same applies if the customer wishes to assert claims against both the agent and the service provider for the same travel service.

8.2 In the event of complaints or any other assertion of claims against the service providers, SMG is under an obligation to provide the customer with any necessary and known information and documents, including the names and addresses of the service providers.

8.3 If SMG is responsible for forwarding claims of the customer to the respective service provider within the applicable deadline, SMG shall only be liable for late receipt by the recipient if the breach of the deadline has been caused intentionally or by gross negligence.

8.4 Regarding any claims of the customer against the service providers, SMG is under no obligation to advise the customer on any requirements that must be met for the legal existence of a claim, deadlines to be observed, or any other legal provisions.

9. Liability of the agent

9.1 SMG shall not be liable for the conclusion of contracts with the service providers unless SMG has assumed such a contractual obligation under an express written agreement with the customer.

9.2 Subject to any express agreement to the contrary with the customer or any assurance by SMG to this effect, SMG shall not be liable for any defects and damages incurred by the customer in connection with the arranged travel services. If such an agreement or assurance within the meaning of the preceding sentence exists, SMG shall be liable for any significant deviation of the travel services from the service description made available by the service provider.

9.3 Any liability of SMG arising from section 651 lit. x of the German Civil Code (BGB), as well as from the culpable breach of its agency duties, shall remain unaffected by the provisions of this paragraph.

10. Dispute and settlement procedures

10.1 SMG does not participate in dispute resolution proceedings before a consumer arbitration board. If proceedings for resolving disputes with consumers become mandatory for the agent after these terms and conditions have been printed, the agent shall inform the consumers about its new obligation by appropriate means of communication.

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

11. Choice of law, place of jurisdiction

11.1 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 traveller against SMG shall be decided by the courts of SMG's registered place of business.

11.2 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.

12. Data privacy

Any personal data provided by the customer to SMG will be electronically processed and used to the extent necessary for the performance of the contract. Any personal data will be processed under German and European data protection law. For more information on handling personal data, please refer to SMG's privacy policy at www.visitdessau.com/Datenschutz/.

Subsection II: Provisions for the arrangement of associated travel services

The provisions of this subsection II concerning the arrangement of associated travel services under section 651 lit. w of the German Civil Code (BGB) shall exclusively apply if SMG provides the customer with the form covering the arrangement of associated travel services.

This form informs the customer about the fact that booking a further travel service with SMG does not include a travel package but creates a second contract for associated travel services.

1. Analogous applicability of terms and conditions included in subsection I

1.1. The following clauses of subsection I of these terms and conditions shall apply to the arrangement of associated travel services:

1, 2, 3, 4, 5, 7, 8, 9, 10, 11,12.

1.2. Clause 6 of subsection I shall apply, provided that the agent has fulfilled its obligation to secure payments as provided for in clause 2 of this subsection II.

2. Payments for related travel services

2.1 SMG may only accept payments from the traveller for associated travel services if SMG has taken out insolvency insurance under section 651 lit. w para. 3 of the German Civil Code (BGB) to ensure that these payments are reimbursed to the traveller, if travel services are to be provided by SMG itself or if service providers still have open claims for payments, and if, in the event of SMG's insolvency, travel services are not provided, or the traveller complies with

any requests for payment from service providers which have not received payment for the travel services provided by them.

2.2 SMG will inform the customer of the name and contact details of the provider of insurance for customer payments in a clear, understandable, and prominent manner and will submit the security certificate to the customer covering all payments made by the customer to SMG as an agent for arranging associated travel services unless the customer makes any payments directly to the service provider of the associated travel services.

Subsection III: Provisions for arranging travel packages

The provisions of this subsection III on the arrangement of package travel contracts under section 651 lit. v of the German Civil Code ("Arranging travel services") shall exclusively apply if SMG provides the customer with the form to be used for travel packages. This form contains important information about the travel organiser being the company responsible for providing the travel package.

1. Analogous applicability of terms and conditions included in subsection I

1.1 The following clauses of subsection I of these terms and conditions shall apply to the arrangement of associated travel services: 1, 2.1, 2.3, 2.4, 3, 4.2, 5.1, 7, 8.4, 9, 10,11, 12.

1.2 Clause 2.2. of subsection I shall only apply if any information is affected that does not need to be provided by SMG under section 651 lit. v para. 1 of the German Civil Code (BGB) in conjunction with article 250, section 1 to 3 of the Introductory Law to the German Civil Code (EGBGB).

1.3 Clause 4.1 of subsection I shall only apply if the customer is not entitled to a paper-based travel confirmation pursuant to article 250 section 6 para. 1 sentence 2 of the Introductory Law to the German Civil Code (EGBGB).

2. Payments for travel packages

SMG and any travel organisers retained by SMG 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 of the travel organiser stating the name and contact details of the insurance provider in a clear, understandable and prominent manner.

3. Declarations of the customer/traveller

SMG is deemed to be authorised by the travel organiser to receive complaints and notifications of defects and other declarations of the customer/traveller concerning the provision of the travel package. SMG will immediately forward any declarations made by the customer/traveller to the travel organiser. To speed up the process, SMG recommends the customer to make any declarations directly to the travel organiser or its contact point.

4. Notes

SMG draws the customer's attention to the fact that, under the statutory provisions (sections 312 para. 7, 312 lit. g para. 2 sentences 1 no. 9 of the German Civil Code [BGB]), there is no right of withdrawal (*Widerrufsrecht*) in the case of package travel contracts under 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 under section 651 lit. h of the German Civil Code [BGB]). However, there is a right of withdrawal if the package travel contract has been concluded outside any business premises (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 as a consumer; in the latter case, there is no right of withdrawal.