

# General terms and conditions of the company Blue-Car-Leipzig

## 1. Conclusion of a contract

*The transport contract between Blue-Car-Leipzig and the passenger must be in writing and becomes effective with the confirmation from the company Blue-Car-Leipzig.*

## 2. Payment Terms

*The fare must be paid to the chauffeur provided by us at the start of the journey. Payment is in CASH or by debit / credit card payment.*

*Blue-Car-Leipzig reserves the right to charge a deposit of up to 50% of the total price before starting the journey or to debit a valid credit card before accepting an order. Remaining payments are due for payment within the deadlines specified on the invoice. For the timeliness of the payment, it depends on the receipt of the amount for the unconditional disposal of Blue-Car-Leipzig.*

*Payments are always used to settle the oldest claim.*

*In the event of a customer defaulting on payment, Blue-Car-Leipzig will charge - subject to the assertion of further damage caused by default - interest at a rate of 5 percentage points above the base rate. For the second reminder and each additional reminder, at least 20.00 € (including VAT) processing fee will be charged. The customer reserves the right to prove a lower damage.*

## 3. Services

*The contractual services are based on the dates specified in the booking confirmation. The pick-up time can deviate by  $\pm 30$  minutes (for the outward transfer for bus travellers  $\pm 15$  minutes). In return, Blue-Car-Leipzig undertakes to react to different arrival times of the buses and planes and to guarantee the transfer even if the return is delayed. All changes in the process will be announced to the passenger immediately by telephone; no liability can be accepted for unauthorized actions by the passenger without consulting the Blue-Car-Leipzig company. In the event of unforeseeable events of force majeure (e.g. storms, strikes, accidents), the passenger has no warranty claims against the company. The company Blue-Car-Leipzig ensures proper transport in accordance with the regulations of the Road Traffic Regulations and the PBefG.*

*The passengers have to follow the instructions of Blue-Car-Leipzig or the chauffeur. If guests act against the instructions, or if they represent a risk according to the StVO or the safety of road traffic by impairing the chauffeur, Blue-Car-Leipzig and the chauffeur are entitled to exclude you from the transport. In this case, Blue-Car-Leipzig charges the full fare including the kilometre price and all ancillary and special services.*

#### **4. Vehicle fleet**

*All vehicle classes shown and not in the inventory of Blue-Car-Leipzig can be brokered by partner companies if required. Brokered vehicles meet the legal requirements for passenger transport and have the same technical standard as vehicles from Blue-Car-Leipzig.*

#### **5. Passenger's duty to cooperate**

*The passenger is obliged to notify any deviation from the specified pick-up time from Tolerate  $\pm$  15 minutes. If the passenger uses other means of transport within this time and without consulting Blue-Car-Leipzig, Blue-Car-Leipzig cannot pay for any additional costs incurred. The passenger must ensure that any significant changes to the return arrival times, flight number or destination airport that occur at short notice are immediately reported to Blue-Car-Leipzig by email or telephone. The passenger bears any additional costs.*

#### **6. Resignation**

*The passenger can withdraw from the contract of carriage at any time and must be in writing. Access to Blue-Car-Leipzig is decisive for the timeliness of written cancellations. In the event of cancellation, Blue-Car-Leipzig charges a share of the order value or the fare as compensation. This proportion is:*

*35% for cancellations up to 48 hours - before the contractually agreed start of performance*

*50% for cancellations up to 24 hours before the contractually agreed start of performance*

*100% for later cancellations and if the journey is not started (no show).*

*Blue-Car-Leipzig charges expenses regardless of the timeliness of the cancellations if they have already been incurred. The customer is expressly allowed to provide evidence that Blue-Car-Leipzig incurred no or less damage. Blue-Car-Leipzig reserves the right to withdraw from the contract in whole or in part if the customer ceases to pay, becomes insolvent or, due to external circumstances, it can be assumed that the services are being used improperly, or the customer gives him / her according to these contractual provisions breached duty.*

#### **7. Insurance / Liability**

##### **Customer Obligations and Liability**

*The customer is obliged to notify Blue-Car-Leipzig immediately of any change in his name, billing address, legal form and bank details. The customer is obliged to provide the necessary information about passengers, time and place of the service provision. If the customer fails to notify us immediately, he is liable for damage that would have been avoided if notification had been given in good time. The customer undertakes, also on behalf of the passengers, not to misuse the Blue-Car-Leipzig service, in particular \* not to disrupt or hinder the performance of the service; \* do not cause damage; \* not to violate any criminal law; \* strictly adhere to the ban on smoking in the vehicle; \* not to refuse to accept the fare. If a customer violates the aforementioned obligations, Blue-Car-Leipzig is entitled to take all necessary measures to eliminate the misuse.*

*In the event of culpable violation, the customer is liable to Blue-Car-Leipzig for damages.*

**Blue-Car-Leipzig liability**

*Blue-Car-Leipzig is liable to the customer for damages - regardless of the legal reason - only in the event of intent or gross negligence as well as culpable breach of essential contractual obligations by Blue-Car-Leipzig, its legal representatives or vicarious agents. Liability for injury to life, limb or health is based on the statutory provisions. In the event of property damage, Blue-Car-Leipzig's liability is limited to € 1,000.00 per passenger. The passenger is insured against accidental damage as part of the statutory liability insurance. The luggage inside the vehicle is also insured. The company also pays for additional costs if it cannot carry out a transfer through its own fault and, after consultation with the passenger, other means of transport have to be used. Blue-Car-Leipzig will pay the customer for damage resulting from incorrect transmission of data by the customer or passenger no liability.*

**8. Place of jurisdiction**

*German law applies exclusively to all legal relationships between Blue-Car-Leipzig and its customers. The place of jurisdiction and execution is Leipzig.*

**9. Partial ineffectiveness**

*Should one or more of the above conditions be ineffective, the remaining conditions remain unaffected by the ineffectiveness. In place of ineffective clauses, the statutory provisions come into force.*