



## **Terms and Conditions**

### **§1 Area of Application**

The following Terms and Conditions are valid for all rendered services by Edel & Stark Chauffeur-Services as well as for any future business relations between Edel & Stark Chauffeur-Services and the client, even if they are not explicitly agreed upon. Deviations of our Terms and Conditions are only valid in written consent.

### **§2 Offers**

The offers of Edel & Stark Chauffeur-Services are non-binding and subject to change without notice.

### **§3 Placing of Orders and Conclusion of Contract**

The contract becomes legally effective by the written consent of Edel & Stark Chauffeur-Services, the contract is concluded when the ordered services are rendered by us.

### **§4 Prices**

The prices agreed upon become valid at the conclusion of the contract with Edel & Stark Chauffeur-Services. Possible additional costs or expenses in line with the agreed order will be charged separately.

### **§5 Payment Conditions**

Invoiced amounts must be balanced to the full extent within 14 days after receipt of the invoice. Relevant is the receipt of the money by Edel & Stark Chauffeur-Services or the credit entry on their business account respectively, or the client defaults. For every demand note/letter caused by delayed payment, Edel & Stark Chauffeur-Services bills a dunning charge of 5.-€. However, the first demand note/letter is free of charge. The payment must be made by bank transfer, credit card, cheque or cash money. New customers need to pay 50% of the total amount at least two days before booking or according to the contract.

### **§6 Cancellation and Non-Acceptance of Agreed Services**

The client can withdraw from the contract up to three days before the start of the tour. The cancellation of the contract must be made in written form. If the contract is cancelled later than 24 hours before the start of the tour, Edel & Stark Chauffeur-Services is entitled to charge 100% of the agreed prices for arrangements already made on the credit card, mentioned in the contract. Does the client not make use of the agreed services without a cancellation in written form, the client will be charged with the full price agreed upon.

### **§7 Substitution**

To render services Edel & Stark Chauffeur-Services can deploy other drivers which are in possession of a driving licence for passenger transport.



#### §8 Liability and Compensation

Edel & Stark Chauffeur-Services are liable for injuries to persons according to legal requirements or injuries to persons are covered by the auto liability insurance with an amount of 12 million Euro per injured person. The liability of Edel & Stark Chauffeur-Services for other damages is excluded, unless the damage is caused through gross negligence. In the event of a delay of the contract due to an Act of God or adverse conditions, Edel & Stark Chauffeur-Services is released from liability.

#### §9 Liability of the Client and Exclusion from Transport

For security reasons the directions of the driver must be followed. Edel & Stark Chauffeur-Services can exclude persons from transportation who vandalise the vehicle or cause damage through gross negligence or pose a risk for the security and order.

#### §10 Final Clause

The law of the Federal Republic of Germany applies for all business relations with Edel & Stark Chauffeur-Services in Germany. The only place of jurisdiction is Munich. If the client is a trader, a corporate body under public law or special assets of public law, the place of jurisdiction for all disputes arising from the contract is the competent court of law for the business location of Edel & Stark Chauffeur-Services.