

## **General Terms and Conditions of Business and of Contract**

The General Terms and Conditions of Business and Contract shall apply to the business operations of the travel agencies and portals, also referred to as **Agency**, with

**A.T.O. Airline Ticketfabrik Online GmbH / conso.de and its fulfillment partners**  
in the following referred to as **conso.de** -

### **Introduction**

The principles for the business cooperation are laid down in Part A.

The special regulations laid down in Part B shall apply for the settlement of the booking orders for the carriage of passengers within the scheduled air traffic.

The regulations laid down in Part C shall apply additionally for order processing and accommodation contracts with hotel companies.

For agency services for rental cars, the regulations in Part D shall apply.

For agency services for other touristic services, such as transfer, excursions, roundtrips etc., rendered by so-called Incoming Agencies, the provisions of Part E shall apply.

### **Part A**

#### **1. General provisions**

##### 1.1. Scope of application

The following General Terms and Conditions of Business shall apply to the business relationship between conso.de and its fulfillment partners on the one hand and the agencies on the other hand. Deviating conditions of the Agency shall not be recognized by conso.de, unless conso.de has explicitly agreed in writing to the validity of such conditions.

To the extent that individual fulfillment partners enter into direct contractual relationships with the Agency, the agreements made between them shall apply to this contractual relationship, insofar as they do not deviate to the disadvantage of conso.de.

The framework agreement / individual agreement signed between conso.de and the Agency shall be supplemented by these General Terms and Conditions of Business. Insofar as individual stipulations laid down in the agency agreement deviate from these General Terms and Conditions of Business, the contractual agreement shall always have preference.

##### 1.2. Object

conso.de is not a tour operator. Within the framework of a contract for works and services, conso.de fulfils the booking orders received by the Agency for the individual objects of services indicated in the introduction.

A contractual relationship shall not be established between conso.de and the Agency's customers. The contract concerning the booked service, i.e. the service relationship, shall be accomplished between the booking party as the service recipient and the respective service provider, taking into account the terms and conditions of business of the service provider, agreed to this end.

##### 1.3. Ancillary services

Services additionally rendered by conso.de in connection with the booking order are deemed to be ancillary services to the main service and shall be treated in the same way as the main service in matters pertaining to turnover tax.

#### **2. Booking process and conclusion of contract**

2.1. For the booking and reservation process, the Agency shall use the hardware and software provided or accepted by conso.de to this end.

2.2. The Agency shall be obliged to deliver all data that are complete and free of doubt, which are necessary for booking, The Agency may pass on the booking order of a customer to be

processed by conso.de only if the Agency itself has verified with due diligence the requirements for accepting the order, the agreed payment settlement, taking into consideration the agreed assignment, and the ensured payment in favor of conso.de.

The special due diligence requirements, that exist in the so-called mail order procedure, must be fulfilled, in particular if the customer is not personally known, and in the event of credit card payments. In this case, the provisions of the emitting card-issuing institute and the regulations laid down in the credit card agreement must be additionally observed at all times. Furthermore, it must be observed that only cards from institutions that are also accepted by the respective booked airline shall be accepted.

Booking confirmations must always be checked as to their correctness and completeness.

- 2.3. The contract between the service recipient and the service provider shall be valid upon confirmation of the booking. The booking confirmation shall be considered as acceptance of the contract. Once conso.de has fulfilled the order placed by the Agency, conso.de is entitled to issue an invoice. The invoice addressee owes the invoice amount.
- 2.4. All conditions of participation indicated in the offers and booking confirmations, in particular restrictions concerning the group of participants, country-specific particularities and proofs about a certain customer status, shall be recognized and complied with bindingly. The Agency shall oblige and/or inform the service recipient to this end. Documented entitlement certificates, such as air tickets, vouchers, etc. shall be valid for the person to whom it has been issued and shall be transferrable only in the allowed scope.  
The fact as to whether and to what extent the Agency is obliged to provide to its customers information on country-specific regulations and entry requirements shall not be subject of the contractual relationship existing between the Agency and conso.de.

### **3. Reservations**

- 3.1. The Agency shall be entitled to effect the reservation of the services booked by its customers. The reservation shall lead to a payment claim.
- 3.2. The reservation shall be binding once conso.de or the fulfillment partner employed by conso.de have confirmed the reservation. If a booking system has been specified for this purpose, the confirmation shall be made via this system.  
Apart from that, the reservation shall be binding if the Agency has passed on the received booking order to conso.de for processing, and after conso.de has successfully completed the booking order. The service itself, however, may only be requested following payment and used at the times which have been established and contractually agreed.  
If prices are indicated in the reservation confirmation, these prices shall be binding for the final booking. The prices indicated by the Agency in the booking order shall not be binding, unless conso.de has confirmed them.  
The Agency shall be responsible for verifying whether the reservation made is correct and complete and for observing the reservation deadline.
- 3.3 In the event that a service has not been accepted or has been cancelled in an admissible way, the corresponding legal consequences laid down in the general terms and conditions of business of the service provider shall apply. The Agency shall indemnify conso.de to this end. In addition, the amount which conso.de has advanced to the service provider in trust that the booking is valid, must be reimbursed to conso.de.

### **4. Complaints – cancellations**

- 4.1. Complaints by the service recipient must be asserted vis-à-vis the service provider insofar as this refers to the legal relationship (service relationship) between the Agency's customer and the service provider.  
Once the Agency has received complaints and recourse claims, the Agency shall be obliged to pass on these immediately to conso.de insofar as the Agency is unable to reach final settlement of the event itself.

conso.de is prepared to pass on the complaints and recourse claims received to the competent party which shall, however, not lead to any obligation to this end.

- 4.2. Bookings can be cancelled before use of the service in accordance with the respectively valid provisions. In this case, cancellations fees must be paid, the amount of which depends on the service provider and the type and time of service and must be paid by the party that has caused the cancellation.
- 4.3. In the event that conso.de has been charged by the service provider with the amount of the service remuneration without having received the remuneration to be paid by the Agency, conso.de shall be entitled to offset the payment claim or compensation it is entitled to vis-à-vis the Agency. If the customer has not yet paid the remuneration owed to the Agency, conso.de shall maintain its payment claim for the services billed vis-à-vis the Agency. conso.de shall be entitled to a right of retention until final settlement of the events indicated in figure 4.1.

## **5. Delivery of the service documents and dispatch**

- 5.1. The Agency shall be obliged to hand over to the customer the travel and entitlement documents only if the agreed remuneration has been paid in full and if the Agency - to the extent it has received payment - has passed the payment on to the agreed payment recipient. The Agency shall be liable vis-à-vis conso.de for the entire invoice amount if the Agency fails to fulfill this obligation.
- 5.2. conso.de or the service provider must be notified immediately of the loss of an entitlement document. The procedures specified by the service provider and the formal requirements of the lost ticket procedure shall be complied with for the protection of rights.
- 5.3. Invoices will be sent via email. Mailing of the original invoice is done for a fee of € 5 per transaction and has to be indicated in advance when ordering the ticket.

## **6. Settlement of payments**

- 6.1. The Agency shall have a payment obligation vis-à-vis conso.de on the basis of the orders placed by the Agency. Upon issuing the invoice, conso.de confirms that it has fulfilled the order placed with conso.de.  
The invoice shall be due and payable immediately, unless explicitly agreed otherwise. Insofar as the Agency passes on this invoice to its customers, the Agency shall assign this claim on account of performance to conso.de, which is thus accepted under the proviso that conso.de is entitled to disclose the claim assignment at all times, and the Agency is entitled to collect the claim for the account of conso.de, unless conso.de has already settled said claim. The Agency shall be obliged to pass on the collected third party money to conso.de. The fiduciary settlement is in conso.de's necessary interest. The Agency is prohibited to dispose of these monies owed to conso.de.

From 1 February 2014, the SEPA payment procedure will be in force. The company direct debit mandate may only be used for direct debit payments made from company accounts. The Agency is not entitled to demand a refund once the amount has been debited. The Agency is entitled, up to the payment due date, to instruct its credit institution not to honour the direct debit.

A.T.O. Airline Ticketfabrik Online GmbH / conso.de and the Agency agree to a permanent shortening of the prenotification period for forthcoming direct debits to one day.

- 6.2. To the extent that the Agency has a claim to the payment of a commission or to other remunerations resulting from the contractual relationship between conso.de and the Agency, the Agency shall be entitled to reduce that part of the outpayment amount designated for conso.de that the Agency is entitled to, if the current account kept for the Agency does not show any outstanding payments in accordance with § 355 German Commercial Code (HGB). Concerning the commission/remuneration due to the Agency and payable by conso.de, conso.de must either issue a credit note (in a valid form) or the Agency must issue an invoice which complies with the provisions of tax law.

## 7. Special duties of the Agency

7.1. With respect to the fulfillment of the order, the Agency shall be obliged to exempt its customers and conso.de from any damages and subsequent charges, acting with the usual diligence of a reasonable commercial practice.

The Agency shall be, in particular, obliged:

- to transfer the payments received on a fiduciary basis to the parties entitled to said payments, and/or to make them readily available for debit;
- to comply with the prerequisites for the booking and payment transactions as well as for the settlement in the event of failures, complaints and for cancellations, and to examine confirmations in the processing of bookings with the usual diligence of a reasonable commercial practice, and to use all examination means with due diligence;
- to prohibit unauthorized parties, in particular other agencies, from gaining access to booking procedures and to protect login data;
- to clarify immediately any obscurities in the booking and payment transactions via conso.de;
- to comply with the prerequisites for payments with credit cards, in particular in the mail order procedure, and to inform the customer that credit card data are passed on to the service providers and/or to conso.de for the purpose of debiting the individual transaction amounts and to obtain the consent of the customer for the use of said data;
- to comply with the general terms and conditions of business of the institutions involved in the credit card payment transactions, whose cards the Agency may accept in the course of business transactions as a means of payment in line with the prerequisites of the service providers. The credit card agreement shall form an integral part of this agreement;
- to observe the legal regulations of data protection in the own company and during the transfer of data, and to guarantee their fulfillment;
- to inform the service recipients that, for the contract with the service provider, the general terms and conditions of business of the service provider shall apply, unless a separate agreement has been made between them. The general terms and conditions of business must be made available to the service recipient. In the event of any uncertainties, the Agency shall be obliged to clarify these via conso.de and/or the service provider.
- The Agency shall guarantee that the documents issued will be made available to the customer only after complete payment.

7.2. Any and all information, price lists, data and contractual information which are made available by conso.de to the Agency and which are not published shall be deemed to be confidential work documents. It is explicitly prohibited to pass on these data to other agencies, service providers or competitors. Price lists, information concerning the service contents and service providers must be used for customer advisory service.

7.3. The Agency has the special obligation to examine the booking orders placed with the Agency by its customers, which results on the one hand from the proximity to the customer, and on the other hand from the knowledge of the booking circumstances. In this respect, the Agency shall be obliged to monitor and take into account unusual events, in particular in the mail-order procedure or on the Internet booking system. If the Agency violates this duty due to its own fault, it must bear the consequences.

In the event of any doubts about the reliability of the booking party or the booking order, the Agency must refuse the order. If the Agency accepts the booking order, it must exempt conso.de from any liability to this end. Furthermore, the Agency must ensure itself at all times that its customers possess the unlimited capacity to enter into a legal transaction.

The payment claim of conso.de to the agreed service remuneration shall remain in existence.

7.4. The Agency shall be liable for any disadvantages suffered by conso.de resulting from the violation of its main and subsidiary duties, and shall be responsible for violations committed by its vicarious agents. The Agency shall be liable for the proper settlement of its tasks as well as information and diligence duties during booking and payment procedures.

## **8. Final provisions**

- 8.1. If a provision in these General Terms and Conditions of Business should be ineffective, this shall not affect the effectiveness of the remaining provisions.
- 8.2. The General Terms and Conditions of Business shall become valid for the Agency in their respectively valid version and thus an integral part of the agency agreement within one month after they have been placed on the Internet, and/or one month after direct information has been submitted to the Agency in writing, by telephone, fax or email, and/or by integration in the agreement to be concluded, specifying the respectively valid version.  
The current version of the General Terms and Conditions of Business are made available on the Internet, indicating the date of their validity. In the event that the Agency continues its business relationship with conso.de following an amendment of the General Terms and Conditions of Business, the Agency hereby agrees to the then valid version of the GTCs.

## **Part B – Air Traffic**

### **1. Principles of the booking processes in air traffic**

- 1.1. The regulations laid down in Part A shall apply to the carriage of passengers in air traffic, unless otherwise specified in the following.
- 1.2. The IATA resolution in its respectively valid version shall apply to the settlement of said carriage, insofar as the service providers providing said carriage are members of the IATA. Furthermore, the regulations of the Billing and Settlement Plan – in the following referred to as BSP – shall apply; they shall also apply for non-IATA companies because of their comprehensive and explanatory content allowing for the simplification of settlement processes. The IATA resolutions and the BSP, which shall apply additionally, are available on the Internet.
- 1.3. The booking systems approved by IATA for the booking procedure must be used, complying with the regulations concerning the booking, reservation and cancellation processes. These are also available on the Internet. Booking data must correspond to the service object which has been agreed with the Agency's customer. Upon receipt of the transferred booking order, the order shall be deemed to have been placed with conso.de for the issuance of the flight ticket. conso.de carries out the booking which includes a binding reservation of the carriage service ordered and the creation of the flight documents in electronic form. The carriage agreement shall become effective with the content indicated in the booking confirmation, which can be combined with the invoice.
- 1.4. In general, the Agency is not the agent of the carriage service, but acts as contractor within the framework of a contract for work and services in which the Agency integrates conso.de as an IATA-licensed consolidator for the technical processing. In this respect, the Agency is responsible for the management of the booking order. The service agreement is, at all times, concluded between the service provider and the service recipient and/or in favor of third parties indicated by the service recipient. The general terms and conditions of business of the respective service provider used shall apply to this service relationship. The service recipient must be informed to this end. These terms and conditions must be made available to the service recipient. Upon confirmation of booking, the customer - as service recipient - shall be deemed to have purchased the right to receive carriage services provided by the airline that has been booked, under the proviso that the fare has been paid.
- 1.5. conso.de shall act in this settlement with effect for and against the service provider, due to the fact that conso.de is entitled to bind the respective airline to render the booked service for the order, reservation, carriage service and issuance of the ticket. The Agency is hereby notified that conso.de must always pay the fare according to the Billing and Settlement Plan, used by IATA for the settlement and collection/debit in the interest of the airline that has been booked, independently of whether conso.de has received the respective payment or not.



- 1.6. The Agency explicitly recognizes that it must transfer to conso.de incoming payments which are claimed by conso.de on the basis of an assignment on account of performance.

## **2. conso.de Tariff database**

- 2.1. The Agency shall receive in full or in part tariff databases which are set up by conso.de with utmost diligence and are regularly updated to be used for customer advisory services. This is a special service of conso.de which is rendered either directly or indirectly via other providers, such as IBE; see item 3; or Computer Reservation Systems (CRS). Scope and content of the tariff databases may vary for different users. The Agency has no automatic entitlement to the representation of all tariffs.

The approval shall be deemed to have been granted upon conclusion of the agency agreement, unless the contractual use of the database has been excluded.

conso.de may request a remuneration for the use of special databases. This remuneration shall be agreed in each individual case. The utilization approval shall always terminate upon revocation, upon termination of the agency agreement or upon its suspension due to delay in payment.

Following an internal check, conso.de may grant the Agency the right to utilization as an additional service and this may be revoked at all times vis-à-vis the Agency or only activated against payment of a user fee.

## **3. IBE**

- 3.1 To the extent that the Agency cooperates with an Internet Booking Engine (IBE), the tariff data shall be made available by conso.de via the operator of the IBE. Normally, the Agency enters into a direct agreement with the IBE operator. In this case, conso.de shall not be liable for the representation and implementation of the tariffs in the IBE of the respective operator. Furthermore, conso.de shall not be liable for errors occurring in the area of the IBE or, in particular, for faulty settings in the IBE. The Agency shall be obliged to provide its assistance due to the complexity of the processing and administration system used, which may differ from each other; the Agency shall, in particular, be obliged to examine all incoming bookings as to their correctness and completeness, and to report to conso.de any possible errors immediately.
- 3.2 Bookings which are transferred to conso.de via an IBE shall be deemed to be a binding order to issue the corresponding ticket. It is prohibited to cancel bookings only for the purpose of newly booking them into own systems and/or of using the IBE as tariff database. Furthermore, it shall be prohibited to pass on any concluded bookings to competitors of conso.de.
- 3.3 In the event that conso.de makes tariffs available via an IBE, which is subject to restrictions (e.g. online sales only), the Agency shall guarantee the compliance with these regulations and shall be liable for any disadvantages resulting from any non-compliance.
- 3.4 Certain booking systems are offered directly by conso.de. conso.de and its representatives shall support the Agency in the administration of these systems. The above-mentioned due diligence (according to fig. 3.1. and 3.2.) of the Agency shall apply correspondingly.

## **4. Remuneration to the Agency**

- 4.1. If, in individual cases, the Agency is active for the service providers – in the form of a subagent of conso.de for carriage services – the Agency shall be entitled to a commission, however only in line with the special provisions laid down in the commission regulations, which are available on and can be retrieved from the Internet.
- 4.2. If the Agency acts as a business agent for its customers, the Agency shall be entitled to receive a remuneration from them.
- 4.3. The service remunerations shall be settled differently, depending on whether they are so-called gross tickets or net tickets or so-called zero commission tickets.
- 4.4. In the event of so-called gross tickets, conso.de shall also invoice to the Agency the final price to be paid by the customer to the Agency. The Agency shall then receive for its service a customer

support remuneration, indicating on the invoice the respectively valid turnover tax.  
In the event of so-called net tickets (consofers), conso.de and/or the fulfillment partner commissioned by conso.de shall invoice the Agency for the service rendered. In this case the Agency is free to establish the final price via-à-vis its end customers.  
In the event of so-called zero commission tickets, the regulations for net tickets shall apply correspondingly.

- 4.5. The Agency determines the ticket form, unless this is specified by the service provider in individual cases. This determination can be made for each booking separately.  
In order to be able to make this choice, the Agency shall generally receive two customer numbers - one for the settlement according to the gross remuneration and one for the settlement according to the net remuneration. The Agency shall make its decision on the respective settlement procedure by selecting the customer number under which the booking is made.
- 4.6. The settlement of payment is carried out in line with this differentiation; conso.de, however, generally remains entitled to realize debits as part of the bank direct debit procedure.

## **5. Reservation, cancellation and lost ticket**

- 5.1. Reservations shall have binding effect. Reservations are the consequence of booking orders which have been accepted and processed. Once the Agency has transferred the booking order placed by the customer to conso.de, said order shall be deemed to have been placed with conso.de for processing.
- 5.2. The prices confirmed by conso.de or indicated in its invoices shall have binding effect, unless deviating regulations have been agreed. The prices valid on the date of the issuance of the ticket shall be applied for calculating the ancillary costs, such as taxes, security surcharges and/or a fuel surcharge. As long as the Agency has not passed on to conso.de the booking order, received by its customer, conso.de shall not be obliged to fulfill an order.
- 5.3. A cancellation of the flight booking shall be admissible when the corresponding procedure has been complied with, if the flight has not yet been used and if the cancellation term has not expired. The cancellation fees incurred shall be established and charged by the service provider in line with its general terms and conditions of business. conso.de is not able to influence the amount of the cancellation fees to be charged. Entitlement documents already issued shall be returned in original. If they are not returned and if conso.de remains charged with the payment of the fare in full or in part, the entire service remuneration must be settled and paid. The Agency shall be obliged to pay. In the event that conso.de has paid the fare, but has not received any payment from the Agency, conso.de shall be entitled to cancel the booking. conso.de shall request from the Agency that it furnishes proof of payment to conso.de within a set period of time. If the Agency is unable to do so, conso.de shall be entitled to cancel the booking. In this case, the Agency shall be responsible for informing its customer of the cancellation of the carriage service. In the event of a delay in payment, the Agency shall remain obliged to fully compensate conso.de for the damage incurred.
- 5.4. If the exceptional 'lost ticket' case occurs, the form requirements prescribed by the service providers for the lost ticket procedure must be complied with. The replacement of a ticket or the refund of the fare already paid can only be claimed if the loss of the ticket is confirmed and if all other circumstances to this end are given and recognized by the airline. The decision of the airline shall be binding for conso.de and the Agency that is responsible for the administration of the ticket.

## **6. Special duties of the Agency and liability**

The Agency undertakes to:

1. inform itself regularly on the valid IATA resolutions;
2. to comply with the provisions of the BSP and the requirements for payment via credit cards, in particular as part of the mail order procedure;
3. to inform the customer of the relevant general terms and conditions of business of the service provider and of their publication;
4. to pass on to the customer prior to departure the information and recommendations as well as country-specific particularities and form requirements issued by the service providers and, in the interest of the customer, to obtain the relevant information from the service provider / conso.de, published in the daily updated newsletter service, prior to the departure date;
5. to make available to the customer the documents issued and/or the issuance code only after complete payment.

## **Part C - Hotels**

### **1. Subject matter**

- 1.1. The regulations laid down in Part A shall apply to the hotel accommodation, unless otherwise specified in the following.
- 1.2. conso.de acts as agent. Agreements between customers of the Agencies and the providers of travel services, in this case hotels, are arranged. In doing so, conso.de shall have the right to use other brokers or agents. conso.de does not arrange own contingencies.
- 1.3. conso.de shall act as agent in concluding accommodation contracts for the accommodation facilities which are stored in its hotel database and retrievable for the Agency, which the Agency can enter for booking via the booking system made available and/or accepted by conso.de. The prices indicated shall be binding. The accommodation contract is always concluded between the hotel and/or the hotel group for the booked hotel as service provider and the customer of the Agency as service recipient and/or in favor of a third party indicated by the customer, even if the hotel group and/or the hotel company has commissioned a broker to act on its behalf. The general terms and conditions of business of the respective service provider used shall apply to the service relationships. The customer must be informed to this end.
- 1.4. The hotel contract shall become valid with the content of the booking confirmation by conso.de, which can be combined with the invoice.

### **2. Reservation confirmation**

The consequence of a binding booking is the reservation of a room. The reservation becomes valid already with the successful conclusion of the booking, i.e. even without a separate confirmation of the reservation. The Agency can print out the reservation as part of the booking procedure; it is sent parallel in the form of an email. conso.de can, however, not guarantee the technically flawless receipt of the mail. The validity of the booking shall not be affected by this.

### **3. Delivery of the service documents**

The Agency shall be obliged to hand over to the service recipient the booking documents / vouchers only if the agreed remuneration has been paid in full and in verifiable form, and if the payment has been passed on to or secured for conso.de or the service provider, insofar as the Agency has received said payment.



#### **4. Cancellation**

Individual details governing cancellation and the resulting cancellation costs shall be accessible prior to the conclusion of the booking and are also contained in the booking confirmation.

#### **5. Remuneration of the Agency**

In the relationship to the service recipient, the Agency shall be deemed to be the agent acting for conso.de as a sub-agent. The Agency shall be entitled to receive a commission from conso.de, which will be agreed in each case separately.

#### **6. Assertion of claims, duties of the service recipient**

Any and all claims and obligations resulting from accommodation contracts shall exist directly and exclusively between the customer of the Agency and the selected hotel/provider as service provider. conso.de must be notified without delay of any defects in conso.de's agency services and the opportunity to remedy such defects must be provided. Should this notification be omitted in a culpable manner, any and all claims of the service recipient from the agency contract shall become void, insofar as an acceptable remedy by conso.de would have been possible. The service recipient must be informed to this end.

### **Part D - Rental cars**

#### **1. Subject matter**

- 1.1. The regulations laid down in Part A shall apply to the arrangement of rental cars, unless otherwise specified in the following.
- 1.2. conso.de arranges the conclusion of contracts for rental cars of different manufacturers. The vehicles available are currently being compiled in a database and made accessible for the Agency. The rent contract is always concluded between the car rental company as service provider for the booked vehicle and the party ordering and/or in favor of third parties indicated by the party ordering as renter of the car. Bookings shall always be valid for the category booked and not for a certain model. The general terms and conditions of business of the respective car rental company used shall apply additionally to the service relationships. The party ordering must be informed to this end. These terms and conditions must be made available to the party ordering. The rent contract will be concluded directly on site between the renter and the car rental company in line with the provisions of the car rental company.
- 1.3. The Agency receives a confirmation of the vehicle order. This shall, at the same time, constitute the reservation of the vehicle. Following receipt of the reservation confirmation, the overall price must be paid to conso.de without undue delay.
- 1.4. conso.de possesses collection power for the service remuneration owed to the car rental company. conso.de shall grant the Agency a further collection authorization for the collection of the overall price to collect on a fiduciary basis for conso.de the remunerations agreed and, in the case of the cancellation of the booking, the cancellation costs incurred, being aware of the fact that conso.de is obliged to pass on the remuneration to the service provider. The right of the service providers to collect the service remunerations owed to them themselves on the basis of the contract with the service recipient shall remain unaffected by this.

#### **2. Handover and loss of the service document**

- 2.1. The Agency shall not be entitled to hand over to the party ordering/renter the voucher before the complete payment.
- 2.2. conso.de or the car rental company must be notified immediately of the loss of the voucher. Formal requirements laid down for the assertion of the claim to lost documents shall be complied

with for the protection of rights. The replacement of a voucher and/or the refund of the remuneration already paid can only be claimed if the loss of the ticket has been confirmed and if all other circumstances to this end are given.

### **3. Cancellation**

Individual details about the cancellation of confirmed bookings as well as about the cancellation costs are laid down in the general terms and conditions of business of the respective car rental company and have binding effect.

### **4. Deposit**

The party ordering / renter must be informed that a deposit is to be paid upon handover of the vehicle, normally taking into consideration the rental price, the value of one full tank of fuel and, additionally, the amount of a possible percentage excess in case of damage, which can be reduced when a comprehensive vehicle insurance is concluded.

### **5. Special duties of the Agency**

The Agency shall provide information concerning the necessity of possessing a valid driver's license/driving permit, to hand over to the Agency a copy of the driver license/driving permit upon corresponding request by the car rental company and to provide information about the national regulations in the event of cross-border traffic.

### **6. Assertion of claims, duties of the service recipient**

Any and all claims and obligations, resulting from the service relationship shall exist directly and exclusively between the service recipient and the service provider. Defects in conso.de's agency services must be notified without any delay to conso.de and the opportunity to remedy such defects must be provided. Should this notification be omitted in a culpable manner, any and all claims of the service recipient / renter from the agency contract shall become void, insofar as an acceptable remedy by conso.de would have been possible. The recipient/renter shall be informed of this.

## **Part E – Other services and arrangements**

### **1. Subject matter**

1.1. The regulations laid down in Part A shall apply to the arrangement of rental cars, unless otherwise specified in the following.

1.2. conso.de arranges the conclusion of contracts for rental cars of different manufacturers. The vehicles available are currently being compiled in a database and made accessible for the Agency. The rent contract is always concluded between the car rental company as service provider for the booked vehicle and the party ordering and/or in favor of third parties indicated by the party ordering as renter of the car. Bookings shall always be valid for the category booked and not for a certain model. The general terms and conditions of business of the respective car rental company used shall apply additionally to the service relationships. The party ordering must be informed to this end. These terms and conditions must be made available to the party ordering. The rent contract will be concluded directly on site between the renter and the car rental company in line with the provisions of the car rental company.

1.3. The Agency receives a confirmation of the vehicle order. This shall, at the same time, constitute the reservation of the vehicle. Following receipt of the reservation confirmation, the overall price must be paid to conso.de without undue delay.

1.4. conso.de possesses collection power for the service remuneration owed to the car rental company. conso.de shall grant the Agency a further collection authorization for the collection of the

overall price to collect on a fiduciary basis for conso.de the remunerations agreed and, in the case of the cancellation of the booking, the cancellation costs incurred, being aware of the fact that conso.de is obliged to pass on the remuneration to the service provider. The right of the service providers to collect the service remunerations owed to them themselves on the basis of the contract with the service recipient shall remain unaffected by this.

## **2. Handover and loss of the service document**

2.1. The Agency shall not be entitled to hand over to the party ordering/renter the voucher before the complete payment.

2.2. conso.de or the car rental company must be notified immediately of the loss of the voucher. Formal requirements laid down for the assertion of the claim to lost documents shall be complied with for the protection of rights. The replacement of a voucher and/or the refund of the remuneration already paid can only be claimed if the loss of the ticket has been confirmed and if all other circumstances to this end are given.

## **3. Cancellation**

Individual details about the cancellation of confirmed bookings as well as about the cancellation costs are laid down in the general terms and conditions of business of the respective car rental company and have binding effect.

## **4. Deposit**

The party ordering / renter must be informed that a deposit is to be paid upon handover of the vehicle, normally taking into consideration the rental price, the value of one full tank of fuel and, additionally, the amount of a possible percentage excess in case of damage, which can be reduced when a comprehensive vehicle insurance is concluded.

## **5. Special duties of the Agency**

The Agency shall provide information concerning the necessity of possessing a valid driver's license/driving permit, to hand over to the Agency a copy of the driver license/driving permit upon corresponding request by the car rental company and to provide information about the national regulations in the event of cross-border traffic.

## **6. Assertion of claims, duties of the service recipient**

Any and all claims and obligations, resulting from the service relationship shall exist directly and exclusively between the service recipient and the service provider. Defects in conso.de's agency services must be notified without any delay to conso.de and the opportunity to remedy such defects must be provided. Should this notification be omitted in a culpable manner, any and all claims of the service recipient / renter from the agency contract shall become void, insofar as an acceptable remedy by conso.de would have been possible. The recipient/renter shall be informed of this.

Hamburg, GTC as of June 2019