

General Terms and Conditions of Business (GTC) of Thüringer Tourismus GmbH (TTG) for the brokerage of accommodation and other tourist services

Dear Thuringia Visitor,

please note the terms and conditions set forth below. They govern the brokerage work performed by TTG and if you make a booking, they become part of the accommodation contract made between you (the Guest) and the Service Provider in addition to statutory legal provisions.

1. Subject and Contracting Partner

1.1 TTG provides brokerage services for accommodation and other associated subsidiary services (packages) in the name and for the account of third parties, hereinafter called the Service Providers. Thus TTG is liable to the Guest exclusively on the basis of the brokerage contract existing in this context.

1.2 The contract for the booked services is made directly between the Guest and the Service Provider. TTG is not liable for the services to be rendered by the Service Provider, for his service descriptions and classifications or for any service deficiencies which may occur.

2. Booking and Conclusion of Contract

2.1 By making a booking request, the Guest makes a binding offer to the Service Provider for conclusion of an accommodation contract or other contract. The basis are solely the lists issued by TTG containing the Service Provider's description of services.

2.2 The booking request can be made by post, fax, telephone, internet or verbally. A Guest who makes bookings for others or fellow travellers is liable for all the contractual obligations of the persons named in the booking request.

2.3 The contract is deemed to be made upon receipt of acceptance from TTG, for which there are no particular formal requirements, so verbal and telephone confirmations are also legally binding for the Guest. Conclusion of the contract is confirmed by the immediate forwarding or delivery of confirmation of booking, unless arrival is to be on the same or the next day. Electronic bookings are confirmed to the Guest immediately by electronic means.

2.4 If the Guest does not wish to make a firm booking immediately or if TTG is able to offer several Service Providers in reply to a Guest's booking request or is not able to offer the requested Service Provider, TTG will make a written offer by which it will be bound for the period of time quoted in the offer. The Guest must then confirm acceptance to TTG within the prescribed period, either in writing or by fax. Conclusion of the contract is confirmed by the immediate forwarding of confirmation of booking, unless arrival is to be on the same or the next day.

2.5 The legally binding scope and content of the contractual services are shown solely by the confirmation of booking. However, the particulars of the brokered services are based exclusively on the information supplied by the Service Providers and thus do not represent an independent undertaking to the Guest by TTG. TTG does not give guarantees or undertakings either that the information provided is correct, complete or up-to-date or relating to the suitability and quality of the brokered services.

3. Prices and Payment

3.1 The prices quoted in the TTG lists are end prices and include statutory value-added tax and all subsidiary costs, provided nothing is stated to the contrary. There may be additional charges, such as resort taxes, tourism and culture-promotion levies and supplements, and costs of services charged by consumption (electricity, water, gas, firewood, etc.) and costs of selected and additional services may also be incurred.

3.2 Although the prices quoted have been carefully researched, TTG does not assume any liability for their correctness. Only the price entered in the offer or confirmation of booking is binding for both sides.

3.3 No increase in prices is permitted during the period of validity of the lists issued by TTG. This does not apply to an adjustment due to a change in statutory or public-authority charges and taxes.

3.4 Payment of the price entered for the booked services in the confirmation of booking is to be made directly to the Service Provider, who is free to specify the terms of payment (advance payments, non-cash payment, time of payment). A direct request should be made in advance to the Service Provider about such terms and about the binding times of arrival and departure.

4. Cancellation and Booking Changes

4.1 The Guest can cancel the booked services at any time prior to performance of the same. Notification of cancellation must be given to the Service Provider in writing, quoting the booking number.

4.2 If the contract is cancelled or the booked services are not used, the Service Provider retains his claim to payment of the agreed total price. However, the costs customarily saved and the alternative uses of the contractual services that are customarily possible shall be deducted. The Guest and the Service Provider have the right to provide evidence of lower or higher deductions.

4.3 The Service Provider can charge a flat rate for his compensation claim, based on the following classification by time before the scheduled date of arrival and using a percentage of the total price as quoted in the confirmation of booking. The key date is that of receipt of cancellation by the Service Provider.

| | | |
|---------------------------------------|-----------------|------|
| For holiday houses/flats/ packages | – 30 days | 30 % |
| | 29 – 22 days | 60 % |
| | 21 days or less | 80 % |
| for guest houses / rooms | 28 – 11 days | 25 % |
| | 10 days or less | 50 % |

The Service Provider has the right to make lower cancellation charges on the basis of his own General Terms and Conditions of Business.

4.4 A booking change involving a change of Service Provider is the equivalent of cancellation and a new booking, so that Nos. 4.1 – 4.3 and No. 2 apply. A change in the scope of services, number of guests, time and length of stay with the booked Service Provider is possible if capacities permit. However, in the event of a reduction of the scope of services, in particular, the Service Provider has compensation claims pursuant to Nos. 4.1 – 4.3.

4.5 Up until the date of arrival, a Guest has the right to allow a third party to assume his contractual rights and duties in his stead. TTG and the Service Provider can reject such action by a third party if said party does not meet the special requirements of the services booked or there are statutory/public-authority reasons to do so.

4.6 TTG recommends that Guests take out travel cancellation expenses insurance.

5. Liability for Defects and Termination

5.1 Under the brokerage contract, TTG is liable for careful processing and forwarding of the offers made by Service Providers and for the forwarding of bookings to Service Providers. However, its liability in this context is limited to intent and gross negligence.

5.2 If provision of services is impossible from the onset due to so-called double booking despite issue of confirmation of booking, the Guest shall hold a claim to brokerage of equivalent services at the price quoted in the confirmation of booking. If TTG is able to supply a reasonable substitute offer, the Guest shall not hold any further compensation claims, irrespective of whether said Guest accepts this offer or not. If the Guest has already arrived, additional travelling costs shall also be reimbursable. If TTG is not able to provide any alternative brokerage services, it shall be liable to the Guest for the additional costs necessary for the booking of equivalent services or for wasted travelling costs; however this liability extends to no more than the value of the unsuccessful confirmation of booking.

5.3 The Guest shall report any defects and deficiencies immediately to the Service Provider and request rectification. A report of defects to TTG is not adequate. If defects are not reported through the fault of the Guest, said Guest's compensation claims may cease to apply in whole or in part. In addition, when deficiencies to services occur, the Guest has an obligation to co-operate to help reduce damage pursuant to legal regulations, in particular to avoid or minimise foreseeable damage.

The Guest can only terminate the contract in the event of substantial defects or deficiencies and only after previously reporting the defects to the Service Provider and setting a deadline for rectification, unless rectification is impossible or is refused by the Service Provider or continuation of the Guest's stay cannot reasonably be expected and this is recognised by the Service Provider.

The Service Provider retains the right to specify the above rulings in greater detail and to apply liability restrictions under his own General Terms and Conditions of Business or house rules or utilisation regulations.

5.4 The Service Provider is not liable for deficiencies relating to services which were solely brokered as third-party services for the Guest during his stay, provided that they were identifiable as such by the Guest. The same applies to services brokered together with the booking of accommodation and expressly identified as third-party services.

5.5 In the interest of its quality management, TTG would be grateful for information about service deficiencies occurring in connection with the services it has brokered.

6. Final Clauses

6.1 All claims under the brokerage contract are subject to a time limitation of six months, beginning on the date on which the last booked service was scheduled to be rendered under the contract. If a Guest asserts claims, the period of limitation is suspended until the date on which TTG rejects the claims in writing.

6.2 The Guest agrees to the storage, processing and transfer of personal data for all processes associated with the booking. TTG gives assurance that there will be compliance with the legal regulations on data protection.

6.3 Exclusively German law applies to all contractual relations between TTG, Guest and Service Provider.

6.4 The Guest can only file legal action against TTG or Service Providers at their relevant seat of business. The place of residence of the Guest constitutes the decisive criterion for legal action against the Guest by TTG or the Service Provider, unless the legal action is being taken against registered traders or persons who have moved their residence or habitual abode to a foreign country after entering into the contract. In such cases, the seat of business of TTG is decisive.

6.5 If any provisions in the above GTC are ineffective, the legal effectiveness of the other provisions shall not be prejudiced thereby.

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