

General Terms and Conditions of Travel for the brokering of travel services

pepXpress GmbH arranges tours, cruises, flights, car rentals and other travel services between the customer and the respective travel service provider. The following provisions apply to these contractual services provided by pepXpress GmbH exclusively as an intermediary, unless mandatory statutory provisions, in particular the provisions of section 651a et seq. of the German Civil Code (BGB) in conjunction with article 250 et seq. of the Introductory Act to the German Civil Code (EGBGB) and sections 675 and 631 of the German Civil Code (BGB) on the provision of services for consideration, conflict with these provisions.

The rights and obligations of the customer towards the brokered tour operator (shipping company, airline, etc.) shall be governed exclusively by the agreements made with the latter, in particular - insofar as effectively agreed - its terms and conditions of travel and business.

1. Closing of the brokering contract

1.1 Upon acceptance of the brokering order, the contract for the brokerage of travel services (either associated travel services or individual services) is concluded between the customer and pepXpress GmbH as the broker. Order and acceptance do not require any particular form.

If the order is placed electronically, pepXpress GmbH will confirm receipt of the order electronically at once. This confirmation of receipt does not yet constitute a confirmation of acceptance of the brokerage order.

1.2 The brokerage order is legally effective when pepXpress GmbH, on behalf of the respective travel service provider, or the respective travel service provider itself declares acceptance of the client's offer to conclude a contract.

1.3 The client is bound to his offer for 72 hours. If the travel service offer selected by the customer is no longer available, pepXpress GmbH may submit a new contractual offer within the period specified above, which the customer may accept within a period specified in the new offer. A corresponding contract for the travel service is then concluded between the customer and the respective travel service provider.

1.4 The brokered contract for the travel service may be based on additional General Terms and Conditions as well as other regulations of the respective travel service provider. These may include terms of payment, provisions on due dates, liability, cancellation, rebooking and repayment as well as other restrictions and obligations of the customer. The relevant general terms and conditions as well as the other regulations of the travel service providers will be made available to the travel client by pepXpress GmbH for inspection and acceptance, if available. Otherwise, they will be provided by the travel service providers upon acceptance of the brokered travel contract (package tours, individual services, air travel). The customer accepts these terms and conditions at the latest at the time when he makes the payments/down-payments required by the travel service provider.

2. Specific features at PEP-travel brokerage

2.1 In order to gain access to our travel portal at www.pepXpress.com, a legitimation is required, which will be provided as part of the registration process. This is a written proof, which is confirming an existing employment contract within the tourism industry. We accept, among other things, a valid Travel Industry Card as well as valid group or travel agent cards as proof of identity. A letter from the employer on business paper with the current date and the supervisor's signature, indicating the scope of the applicant's duties and a full-time employment, as well as the company's field of activity, is also possible. We require a copy of the business registration from self-employed persons/owners, managing directors and persons who do not have any superior. This copy must clearly indicate the tourist focus of the company and the name(s) of the person(s) concerned. All documents are accepted in German and English language.

2.2 The booked/brokered services are based on special prices, which are made available by the service provider exclusively for tourism professionals. Therefore, they are obliged to legitimise themselves accordingly at the request of the service provider. This includes, for example, PEP ID card from pepXpress, DRV ID card, employee ID card or a corresponding letter of confirmation from the employer. Should they not be able to legitimise themselves accordingly, they must reckon with an additional charge or an exclusion from benefits. A refunding of already paid services after the journey is excluded in such a case. pepXpress is not liable for the failed access, which is based on a wrong e-mail address or another reason for which the user/traveller is responsible. Users/travellers are thus obliged to inform pepXpress of any changes of their e-mail address or telephone number as soon as they become known.

2.3 We expressly point out that the intentional, unauthorized use of our Pep-offers; constitutes a statutory offense according to § 263 StGB (penal code) and can be prosecuted accordingly. This penalty may be imposed on employers too, who illegally pass on our offers to third parties (friends, customers, etc.).

2.4 pepXpress and its service providers reserve themselves the right to cancel bookings at a charge, even after confirmation has been given, in case of insufficient legitimation.

2.5 The special prices for tourism professionals may not be communicated to third parties. A violation of this obligation can lead to an additional charge, to an exclusion from the service and to an exclusion from using pepXpress. This also applies to false data in the registration. pepXpress generally reserves the right to check randomly the data of registered users.

2.6 The travel applicant as the tourism professional undertakes to be available at the request of the service provider, e.g. the hotel management, for a discussion and an inspection, e.g. of the booked hotel.

2.7 The applicant's attention is drawn to the fact that, as a tourist using special fares in accordance with Article 3 (3) of regulation (EU) No 261/2004, the applicant has no rights in the event of denied boarding, cancellation or long delay of flights.

3. Payments

3.1 Depending on the travel service booked, payment will be accepted or collected by the travel service provider itself or by pepXpress GmbH.

3.2 Upon conclusion of the brokered travel service contract, the respective travel service provider may request a deposit payment to be credited against the price of the travel service. Insofar as travel services within the meaning of §§ 651a to 651m of the German Civil Code (package tours) are concerned, a deposit may only be demanded against the provision of a security certificate from the travel service provider. Further payments are due on the dates agreed with the travel service provider. Final payments become due at the latest upon delivery or receipt of the travel service documents.

3.3 When booking air travels, the full ticket price must be paid immediately. After receipt of payment, the flight tickets will be produced and dispatched on the following working day.

3.4 When booking car rental products, please note that additional charges may apply under certain circumstances, which must be paid on the spot. This applies, for example, to rentals outside opening hours or hotel deliveries, provision of child seats and navigation devices and other extra requests.

3.5 If travel services are arranged within ten days before the start of the travel service, the customer is obliged to pay the total price of the travel service immediately against the handing over or sending of the travel documents and the security certificate (insofar as it is a package tour). Further information can you find in the travel confirmation and the terms and conditions of the respective travel service provider.

3.6 Concerning the method of payment (credit card, bank debit, bank transfer, etc.) please look at the information in the following booking section. This applies both to direct payments to the travel service provider and to payments via pepXpress GmbH as an intermediary.

3.7 In the case of payments from abroad, all fees incurred are to be borne by the customer.

3.8 Rejected payments or bank charges resulting from chargebacks, which are not the fault of pepXpress GmbH or the travel service provider will be charged to the applicant per case (flat rate) of Euro 15-.

3.9 The customer is advised that the travel service provider is entitled to withdraw from the brokered travel contract after issuing a reminder with a deadline and to demand reasonable compensation from the applicant for the arrangements made up to the withdrawal and its expenses depending on the respective travel price. This claim is lump sum. The lump sums are subject to the General Terms and Conditions of Travel of the tour operator.

4. Payment processing

4.1 As a broker, pepXpress GmbH is entitled to demand payments in accordance with the service and payment conditions of the brokered travel provider. pepXpress GmbH can as an agent assert payment claims, against the customer, insofar as this corresponds to the agreements between the agent and the travel service provider, as the latter's authorised debt collector, but also in its own right on the basis of the legal obligation of the customer as the client to make an advance payment in accordance with § 669 of the German Civil Code (BGB).

4.2 The above provisions shall apply accordingly to cancellation costs and other statutory or contractually justified claims of the brokered travel service provider.

5. Compensation claims of pepXpress GmbH as an Intermediary

5.1 pepXpress is entitled to either include the service fee in the travel price to be paid by the travel customer or to show it separately.

5.2 The claim of pepXpress GmbH as an intermediary to service fees - also in the case of flight intermediation - remains valid due to service disruptions or changes, in particular rebooking, name changes, withdrawal, cancellation, annulment or termination of the intermediated contract by the travel service provider or the customer. This does not apply insofar as a claim for reimbursement by the customer arises from a claim for damages by the customer due to deficiencies in the advisory or mediation activities of pepXpress GmbH as an intermediary arising from contractual or statutory claims.

5.3 The customer cannot counter its own payment claims of the intermediary by way of retention or offsetting that the customer has claims against the intermediated travel service provider, in particular due to defective performance of the intermediated contract. This shall not apply if a culpable breach of contractual obligations on the part of the agent has been the cause or contributory cause of such claims arising or if the agent is liable to the customer for the counterclaims asserted for other reasons.

6. Travel documents

The documents for travel services - including flight tickets, reservation numbers and entitlement certificates - are usually sent to the customer directly by the travel service provider. As a rule, they are sent electronically, after receipt of the full travel price. If the client has not received the travel documents at least 7 days prior to departure, the client must immediately contact pepXpress GmbH as the agent. Alternatively, the customer may also contact the travel service provider directly.

7. Customer's duties to cooperate with pepXpress GmbH as an Intermediary

7.1 The client must inform pepXpress GmbH immediately of any errors or deficiencies in the intermediary's brokerage activities that are apparent to the client. This includes, in particular, incorrect or incomplete information of personal customer data, other information, information and documents about the brokered travel services as well as the incomplete performance of brokerage services (e.g. bookings or reservations not made).

7.2 If the customer fails to give notice in accordance with section 7.1, the following shall apply:

- a) If the customer fails to give notice in accordance with section 7.1 through no fault of his own, his claims shall not lapse.
- b) Claims of the customer against the agent shall not apply insofar as the agent proves that the customer would not have suffered a loss or would not have suffered a loss in the amount claimed by the customer if the agent had properly notified the customer. This applies in particular insofar as the agent proves that immediate notification by the customer would have enabled the agent to remedy the defect or reduce the damage, e.g. by rebooking, additional booking or cancellation with the mediated service provider.
- c) Claims of the client in the event of a failure to notify according to section 7.1 shall not lapse.
 - in the case of damage resulting from injury to life, limb or health due to an intentional or negligent breach of duty by the agent or a legal representative or vicarious agent of the agent.
 - in the case of claims for compensation for other damages resulting from an intentional or grossly negligent breach of duty by the agent or a legal representative or vicarious agent of the agent.
 - in the event of a breach of a material obligation, the fulfilment of which is a prerequisite for the proper performance of the brokerage contract or the breach of which jeopardises the achievement of the purpose of the contract.

Liability for booking errors according to § 651x BGB (German Civil Code) remains unaffected.

7.3 A contractual and/or legal obligation of the customer to notify the brokered travel service provider of defects remains unaffected by section 7.

7.4 The customer is requested in his own interest to inform the agent of any special needs or restrictions with regard to the travel services requested.

8. The agent's obligations in the event of complaints by the customer against the intermediated travel service providers

8.1 Claims must be asserted against the mediated travel service providers within certain deadlines, which may result from the law or contractual agreements. As a rule, these deadlines are not met by asserting them against the intermediary. This also applies if the customer wishes to assert claims against both the agent and the travel service provider for the same travel service.

8.2 In the event of complaints or other assertion of claims against the mediated travel service providers, the obligation of the agent is limited to the provision of the necessary information and documents known to him, in particular the communication of the names and addresses of the mediated service providers.

8.3 If the agent - even without being obligated to do so - assumes the forwarding of the customer's claim letters within the deadline, he shall only be liable for the timely receipt by the recipient in the event of a failure to meet the deadline caused by him intentionally or through gross negligence.

8.4 With regard to any claims of the customer against the intermediated travel service providers, the intermediary is not obliged to provide advice on the type, scope, amount, conditions for claims and deadlines to be observed or other legal provisions.

9. Liability of the agent

9.1 The agent is not liable for defects and damages incurred by the customer in connection with the arranged travel service. This does not apply in the case of an express agreement or assurance in this regard by the agent, in particular if this deviates significantly from the service description of the travel service provider.

9.2 Any own liability of the agent according to § 651w para 4 BGB and § 651x BGB (German Civil Law) and from the culpable breach of agent's duties remains unaffected by the above provisions. In all other respects, the provision in clause 7 shall apply.

10. The agent's obligations regarding entry regulations and visas

10.1 The agent informs the customer about entry and visa regulations, insofar as a corresponding order has expressly been agreed upon. Otherwise, a corresponding duty of clarification or information only exists if special circumstances known to the agent or obvious circumstances make an express reference necessary and the corresponding information is not already contained in the offer documents available to the customer.

10.2 Corresponding duties of the intermediary to provide information are limited to the provision of information from current sources of information customary in the industry. The intermediary shall not have a special duty to investigate without an express agreement to this effect. The intermediary may also fulfil his duty to provide information by referring the customer to the necessity of making his own specific enquiries with information sources that come into consideration.

10.3 The above provisions apply accordingly with regard to information about customs regulations, health entry regulations and preventive health measures of the customer and his fellow travellers as well as for import and export regulations.

10.4 If the agent takes over, against payment or free of charge, the registration for the customer within the framework of electronic systems for obtaining entry permits as a prerequisite for entry into or transit through certain countries, the following shall apply: The assumption of this activity shall not constitute an obligation on the part of the agent, without express agreement, to make further enquiries or provide information about entry or transit formalities or about transit stays on the trip and, in particular, not to procure visas. The customer is advised that the electronic entry permit does not replace the final entry permit by the border authorities of the respective country.

10.5 The agent is not obliged to procure visas or other documents required for the travel without a special, express agreement. In the event of the acceptance of such an order, the agent may without any express agreement, demand reimbursement of the expenses incurred by him, which he could consider necessary under the circumstances. The agent may himself demand remuneration for his activities, if this has been agreed or if the activity was only owed against corresponding remuneration according to the circumstances.

10.6 The agent is not liable for the issuing of visas and other documents and not for their timely receipt. This does not apply if the circumstances that are decisive for the non-issuance or the delayed receipt have been culpably caused or contributed to, by the intermediary.

11. Specific features in the brokering of air transport services

11.1 In accordance with EU Regulation No. 2111/2005 on the establishment of a Community list of air carriers, the intermediary is obliged to inform the passenger of the identity of the operating airline at the time of booking. If the operating airline has not yet been determined at the time of booking, the intermediary shall provide the passenger with the information available from the intermediary company about the airline that is likely to operate the flight. In the event of a change of airline, the customer shall be immediately informed of the change. The Community list of airlines banned from flying in the European Union is available on the websites http://ec.europa.eu/transport/modes/air/safety/air-ban/index_de.htm and www.lba.de and can be handed over to the customer on request at the agent's offices.

11.2 The contractual relationship between the customer and the airline shall be governed by the statutory provisions of the German Air Transport Act, the Warsaw and Montreal Conventions, as applicable, and directly, such as domestic statutory provisions, regulation (EU) No. 261/2004 on air passenger rights, regulation (EU) No. 2111/2005 on the establishment of a Community list of air carriers subject to an operating ban within the Community and on informing air passengers of the existence of an operating ban within the Community Regulation (EU) No. 1107/2006 of the European Parliament and of the Council concerning the rights of disabled persons and persons with reduced mobility when travelling by air.

The customer is strongly advised to inform himself/herself about his/her rights as a passenger, e.g. through the notices in the airports, through the information provided by the operating air carrier or through the information sheets of the Federal Office of Civil Aviation at www.lba.de.

12. Information on Insurance of travel services

12.1 The agent points out the possibility of taking out travel cancellation insurance at the time of booking in order to minimise the cost risk in the event of cancellations by the customer.

12.2 The customer is informed that a travel cancellation insurance does not normally cover the loss incurred by the customer due to cancelling the use of travel services after they have commenced, even if this is not the customer's fault. As a rule, travel cancellation insurance must be effected separately.

12.3 The agent also recommends that sufficient health insurance cover be taken out, when travelling abroad.

12.4 When arranging travel insurances, the customer's attention is drawn to the fact that the insurance conditions of the arranged travel insurance may contain special contractual conditions and/or obligations to cooperate on the part of the customer, such as, in particular exclusions of liability (e.g. in the case of pre-existing conditions), the obligation to cancel immediately in the case of travel cancellation insurance, deadlines for reporting damage and deductibles. The intermediary is not liable insofar as he/she has not provided false information regarding the insurance conditions and the intermediated travel insurer has a right to refuse performance vis-à-vis the customer based on the validly agreed insurance conditions.

13. Final Provisions

13.1 The legal relationship established between pepXpress GmbH and the user complies with the laws of the Federal Republic of Germany irrespective of the user's nationality.

13.2 Should individual provisions be or become invalid, or void, this shall not affect the validity of the remaining provisions. An invalid or void provision shall be replaced by a provision that comes as close as possible to the economic purpose of the provision to be replaced.

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