

General terms and conditions for the rental of the company Silvervision GmbH (AGB-hire)

§ 1 offer and contract conclusion

The offers of the transport company are non-binding unless otherwise agreed in writing.

The customer may place his order in writing, in electronic form or also (remotely) orally.

The contract is concluded with the written or electronic confirmation of the order by the transport company, unless otherwise agreed.

If the content of the confirmation deviates from that of the order, the contract is concluded on the basis of the confirmation if the orderer declares the acceptance within one week of receipt.

§ 2 Service content

For the scope of the contractual service, the details in the confirmation of the order are decisive. § 1 Abs.3 and § 3 remain unaffected.

The service includes the provision of a vehicle of the agreed kind with the driver and the performance of the order within the scope specified by the confirmation of the order

Promotion; the application of the provisions on the contract for work is excluded.

The agreed service does not include:

- the fulfillment of the purpose of the journey,
- The supervision of all passengers
- The supervision of items left by the customer or one of his passengers in the passenger compartment of the vehicle,
- the supervision of the luggage during loading and unloading,
- The information about the rules applicable to all passengers, as far as contained in particular in foreign exchange, passport, visa, customs and health regulations and the compliance with the obligations resulting from the regulations.

This does not apply if something else has been agreed in writing.

§ 3 changes in services

1. Changes in services by the transport company which become necessary after the conclusion of the contract are permitted if the circumstances leading to the change in

performance have not been brought about in good faith by the transport company and if the changes are not reasonable and reasonable for the customer.

The transport company must immediately notify the orderer of changes to the reason for the change.

2. Changes in performance by the customer are possible with the approval of the transport company. They must be in writing or electronic form, unless otherwise agreed.

§ 4 prices and payments

1. The rental price agreed upon conclusion of the contract applies.
2. All ancillary costs (for example, road and parking fees, accommodation for the driver (s)) are included in the price or were recorded in full.
3. Additional costs due to the customer of desired changes in performance are additionally agreed
4. The assertion of costs resulting from damage or contamination remains unaffected.
5. We reserve the right to order more than 2.500,- Euro obtain bank information.
6. Invoices are after receipt within 7 days without deduction of fees or similar. due in issued form.
7. With the order confirmation, you will automatically receive a corresponding advance invoice after the booking has been made.
8. Please note that a late payment 30 days after receipt of an invoice also occurs without a reminder.

An upfront payment equal to the separate advance invoice must be paid no later than 10 days before the start of the journey.



§ 5 Resignation and termination by the customer

1. withdrawal

The customer can withdraw from the contract prior to departure.

If this option is exercised, then if the withdrawal is not due to a circumstance for which it is responsible, the transport company is entitled to adequate compensation instead of the claim for the agreed rental price. Their amount is determined according to the agreed rental price less the value, the expenses saved by the transport company and any proceeds generated by other uses of the vehicle.

The transport company may set compensation claims in the daily and multi-day rides as follows:

With a resignation

- Cancellation free of charge up to 60 days before your scheduled departure
- From 59 to 29 days before the planned journey 25%
- From 28 to 09 days before the scheduled journey 50%
- From 08 to 01 days before the planned departure 75%
- In the case of cancellation on the day of departure and cancellation of the journey 100% of the agreed calculation price ..

The right to compensation does not apply if the resignation is due to changes in the services of the transport company which are material and unreasonable for the customer. Further rights of the customer remain unaffected.

Termination

If changes to the agreed services are necessary after commencement of the journey, which are considerable and unreasonable for the purchaser, then he is entitled - without prejudice to further claims - to terminate the contract. In these cases, the transport company is obliged, at the request of the customer, to return him and his passengers, whereby a claim for the return transport only exists for the means of transport agreed in the contract. In the event of termination due to force majeure with regard to the return transport, additional costs shall be borne by the customer. Further claims of the customer are excluded if the necessary changes in service are based on a circumstance that the bus company cannot represent. If the customer terminates the contract, the transport company is entitled to a reasonable compensation for services already provided and services to be provided under the contract, provided that the latter are still of interest to the customer despite the termination.

§ 6 Resignation and termination by the transport company

The transport company may withdraw from the contract prior to departure if exceptional circumstances beyond its control make it impossible to provide the service. In this case, the purchaser can only demand compensation for the necessary expenses incurred directly in connection with the order of the vehicle.

The Carrier may terminate the journey after commencement of the journey if the provision of the service is made either by force majeure or by aggravation, danger or impairment of a significant nature due to unforeseeable circumstances, such as War or warlike events, hostilities, insurrection or civil war, arrest, seizure or obstruction by state authorities or other persons, road blockades, quarantine measures as well as strikes, lockouts or work stoppages for which it is not responsible, or considerably aggravated, endangered or impaired by the customer. In the event of a termination due to force majeure or due to aggravation, danger or impairment of a significant nature, the bus company is obliged at the request of the customer to bring him and his passengers back, with a claim to the return transport only for the agreed in the contract means of transport. If additional costs for the return transport arise in the event of termination due to force majeure, these shall be borne by the customer. If the transport company terminates the contract, it shall be entitled to reasonable compensation for the services already rendered and those to be rendered under the contract, provided that the latter are still of interest to the customer despite the termination.

§ 7 Liability

1. The transport company is liable within the framework of the due diligence of a prudent businessman for the proper performance of the transport.
2. The transport company is not liable for performance disturbances due to force majeure or aggravation, danger or impairment of a considerable kind due to unforeseeable circumstances such as. War or war-like events, hostilities, insurrection or civil war, arrest, seizure or obstruction by state authorities or other persons, road blockades, quarantine measures as well as strikes, lockouts or work stoppages for which he is not responsible.
3. The regulations on the return transport remain unaffected.



§ 8 Limitation of liability

1. The liability of the transport company for contractual damage claims due to property damage is limited to three times the rental price (see § 4 above), the liability per affected passenger is limited to the person's share of the triple rental price. If claims for damages due to tort are asserted, the affected passenger will be liable for damages up to 4000 €. If the share of the triple rental price for each passenger exceeds these amounts, the liability is limited to the proportion of the triple rental price related to this Person.
2. Section 23 PBefG remains unaffected. Liability for damage to property is thus excluded if the damage per person carried exceeds € 1000.
3. The limitations referred to in paragraphs 1 and 2 shall not apply if the damage to be assessed is due to intent or gross negligence.
4. The transport company is not liable for damages, as far as they are based solely on a culpable action of the customer or one of his passengers.
5. The purchaser exempts the transport company and all persons involved in the execution of the contract from all claims based on any of the claims listed in § 2 para. 3 lit.
 - a - e circumscribed facts are based.

§ 9 Luggage and other things

1. Luggage to the normal extent and - after arrangement - other things are carried along.
2. The customer is liable for damage caused by items carried by the customer or his passenger if they are based on circumstances for which he or his passengers are responsible.

§ 10 - Behavior of the customer and the passengers

1. The customer is responsible for the behavior of his passengers during the transport.
2. The instructions of the on-board personnel must be followed.
3. Passengers who fail to comply with reasonable instructions given by on-board personnel despite the need for exhortation may be excluded from carriage if the failure to comply with instructions creates a risk to the safety or order of the operation or to other passengers, or for any other reason, for the carrier unreasonable. Claims for recourse of the customer against the transport company do not exist in these cases.
4. Complaints are addressed first to the on-board personnel and, if this can not be remedied with reasonable effort, to the company.
5. The purchaser is obliged to cooperate in the rectification of performance disturbances within his reasonable limits, in order to avoid possible damage or to keep it as small as possible.

§ 11 Place of jurisdiction and fulfillment

If the purchaser is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction is the registered office of the transport company and the law of the Federal Republic of Germany is decisive for the execution of the contractual relationship

§ 12 Statutory provisions and statutory driving and rest periods of the driving personnel

All travel activities and itineraries must be subordinated to the legal regulations. In the preparation of your travel or transport service, the following must be observed and compulsory: We are happy to assist you in the preparation of your itinerary and the timetable available.

You will receive them automatically with your order confirmation ...

§ 13 Ineffectiveness of individual provisions

The ineffectiveness of individual provisions of the contract including these general business operations has not invalidated the whole. Contract result.

