



DÜSSELDORF MARKETING & TOURISMUS GMBH TRAVEL TERMS & CONDITIONS FOR TRADE FAIR PACKAGES FOR THE BEAUTY INTERNATIONAL, MAKE-UP ARTIST DESIGN SHOW AND TOP HAIR INTERNATIONAL TRADE FAIRS

Dear Client,

Please carefully read the following Travel Terms & Conditions for Trade Fair Packages for the BEAUTY INTERNATIONAL, make-up artist design show and TOP HAIR INTERNATIONAL trade fairs. Complementing the statutory requirements, these Travel Terms & Conditions, where they have been agreed with binding legal effect, form an integral part of the contract concluded between you (hereinafter "the Client") and Düsseldorf Marketing & Tourismus (hereinafter "DMT").

1. Scope of application of these Travel Terms & Conditions

Insofar as these Travel Terms & Conditions have been bindingly integrated into the concluded travel contract, they shall apply exclusively to DMT trade fair packages for the BEAUTY INTERNATIONAL, make-up artist design show and TOP HAIR INTERNATIONAL trade fairs. These packages comprise various elements such as admission ticket, hotel accommodation and, possibly, other services inclusive of transport services. As such, these Travel Terms & Conditions do not apply to trade fair packages for any trade fairs except for those specified in the first sentence of this paragraph, or to any other DMT packages.

2. Basis of booking, brochures

Irrespective of how a booking is effected, the following shall apply:

- 2.1.** The offer / Client's booking shall be based on DMT's description of the package, other information provided by DMT to the Client with regard to the package, and these Travel Terms & Conditions.
- 2.2.** Where third parties or service providers such as hotels, trade fair organisers or transport providers give details of services offered by DMT, for example in the form of hotel brochures, lists, trade fair brochures, or similar, these shall not be binding on DMT. A different situation prevails where DMT has expressly agreed the content of such brochures and descriptions with the Client.
- 2.3.** Where the Client has entered into agreements with individual service providers with regard to the services agreed between the Client and DMT, these shall have no bearing on the travel contract. The same shall apply where service providers give information or assurances, or make statements that contradict DMT's advertisement or extend beyond the services that have been contractually agreed with DMT.

3. Conclusion of the travel contract

- 3.1.** Where a booking is effected by companies, authorities, associations, federations or other institutions, these shall be deemed the DMT's client, and are therefore solely entitled and obligated under the terms of the concluded travel contract. They are therefore the Client in the sense of these Travel Terms & Conditions, save where some other arrangement has been expressly agreed with DMT.
- 3.2.** Where a booking is effected by an institution in the sense of 3.1 above or by one or more individuals and where, at the request of the individual making the booking, the invoice and confirmation are to be sent to some other individual or institution in the sense of 3.1 above before or after the contract has been concluded, the individual and/or individuals or institution making the booking shall remain obliged to perform their contractual obligations inclusive of payment and shall, where applicable, remain jointly and severally liable.
- 3.3.** Furthermore, for bookings made in writing, by e-mail or by telefax, the following shall apply:
 - 3.3.1.** With DMT's receipt of the Client's booking declaration, the Client is boundly offering to enter into a travel contract with DMT. The Client shall be bound to the booking declaration for three working days.
 - 3.3.2.** Bookings sent in writing, by e-mail or by telefax should generally be made using DMT's prescribed form, fully completed and bearing a legally binding signature. Where a booking is sent by e-mail, the completed and signed form is to be sent as an e-mail attachment.
 - 3.3.3.** The travel contract shall be concluded with receipt of the booking confirmation (declaration of acceptance) from DMT. Where DMT transmits the booking confirmation in text form or by e-mail, immediately after conclusion of the contract with the Client, it will also send out the booking confirmation in written form.
 - 3.4.** For bookings made electronically, e.g. by means of an online booking procedure or via the internet, the following shall apply to the conclusion of the contract:
 - 3.4.1.** DMT shall explain the online booking process to the Client on its own website.
 - 3.4.2.** By clicking on the "Book with payment" and/or "Buy now", the Client is making a binding offer to DMT to conclude a travel contract.
 - 3.4.3.** Receipt of the Client's booking (travel registration) will be immediately sent electronically to the Client (confirmation of receipt).
 - 3.4.4.** Transmission of the booking (travel registration) by clicking on the "Book with payment" or "Buy now" does not constitute the conclusion of a travel contract in accordance with the Client's booking. The contract shall only be concluded when the Client is in receipt of the DMT's travel confirmation.
 - 3.4.5.** Where the travel confirmation appears instantly after clicking the "Booking is subject to payment" or "Buy now" buttons by displaying directly on the user's screen, the travel contract shall be concluded with the display of this travel confirmation without the necessity of any intermediate notification of the receipt of the Client's booking declaration. In this case, the Client shall be offered the option of saving and printing the confirmation. The binding effect of this travel contract shall not however be dependent on whether the Client actually avails of these options to save or print. In this case too, DMT shall send the Client a copy of the booking confirmation by e-mail, e-mail attachment, post or telefax. This transmission shall have no bearing on the effective conclusion of the travel contract.

4. Payment of the travel fee / Sending documents

- 4.1.** After conclusion of the contract and thus after receipt of the booking confirmation, the travel price is payable in full up to six weeks before the contractually agreed start of the given trip, provided that DMT has given the Client a tour operator bond beforehand in accordance with Section 651 k of the Federal Civil Code (BGB). Where the contract is concluded less than six weeks before the planned travel date, payment shall be due and payable in full immediately after conclusion of the contract and presentation of the tour operator's bond.
- 4.2.** Payments may only be made by bank transfer or by credit card.
- 4.3.** Where DMT offers the Client another free or well-established mode of payment (transfer), DMT may charge a handling fee equivalent to 1% of the in-voice amount on payments by credit card.
- 4.4.** Where the travel guest fails to pay the agreed travel price, or fails to pay it in full within the agreed period, and where he has no contractual or statutory right of retention, DMT may withdraw from the contract after issuing a reminder specifying a payment deadline. In this event, DMT shall be entitled to demand travel cancellation costs in accordance with No. 5 of these Terms & Conditions.
- 4.5.** After receipt of full payment, the travel documents shall be sent by post to the address specified in the booking. Where delivery cannot be effected by post, the travel documents will be deposited at a place to be mutually agreed by the parties.
- 4.6.** Documents will only be sent abroad if this has been expressly agreed between the Client and DMT. Otherwise the travel documents will be deposited for the Client at a mutually agreed place.

5. Withdrawal of the Client

- 5.1.** The Client may withdraw from the travel contract at any time prior to the specified travel date. It is recommended that he declare his withdrawal in writing. The date on which the notice of withdrawal is received by DMT shall apply. Where the Client withdraws from the travel contract, DMT may with due regard for its usually saved expenses and the usually possible reallocation of the travel services, demand flat rate compensation for cancellation as follows:
 - 5.1.1.** 20% of the travel price up to the 44th day before the start of the trip
 - 5.1.2.** 80% of the travel price from the 43rd to the 4th day before the start of the trip
 - 5.1.3.** 95% of the travel price from the 3rd day before the start of the trip or in the case of a no-show
- 5.2.** Where DMT asserts a claim for flat rate compensation as specified at Nos. 5.1.1. to 5.1.3. above, the Client shall equally be entitled to demonstrate that DMT has incurred lesser or no costs.
- 5.3.** DMT reserves the right to claim individually calculated compensation instead of the above-mentioned flat rates where the costs incurred by DMT are significantly higher than the specified flat rates and where DMT can concretely put a figure on and verify these higher costs with due regard for expenses saved and any reallocation of the travel service.
- 5.4.** DMT urgently recommends that the Client take out travel cancellation insurance, as well as insurance to cover repatriation costs in the event of accident or illness.

6. Changing a booking

Where, after conclusion of the travel contract, the Client wishes to make changes to the booking – whereby changes shall be defined as alterations to the travel dates, to accommodation, the type of board, or other services – the Client shall have no legal entitlement to any such change to his booking. Where a change to the booking is possible, DMT is entitled to charge a rebooking fee of EUR 30 up to the 44th day before the start of travel. Changes later than this may only be made on foot of a cancellation of the existing travel contract and a new booking, whereby the provisions specified at No. 5 above shall apply. The foregoing rule shall not apply where a booking change incurs only insignificant costs in relation to the agreed travel price.

7. Obligations of the Client / Traveller / Trade Fair Participant in the event of impairment of performance

- 7.1.** Where travel services are not as contractually agreed, the Client / Trade Fair Participant may demand a remedy, provided that this does not call for disproportionate effort. Such remedy shall consist of the removal of the travel defect and/or the provision of a replacement service of equal value.
- 7.2.** Where the Client / Trade Fair Participant negligently omits to notify DMT of any defect – whereby notifying service providers such as the hotel, trade fair organiser or transport provider is not sufficient – he may not assert any contractual warranty claims based on this defect at a later date. Notification must be made directly to DMT. An obligation to give notification shall not apply where significant difficulties in notifying DMT of a defect render such notification unreasonable. Where the trip is significantly affected by a defect, the Client / Trade Fair Participant shall only have a right to termination due to a defect in accordance with Section 651 of the Federal Civil Code (BGB) where he has, to no avail, given DMT an appropriate deadline within which to effect a remedy, where no remedy is possible, where remedy is refused by the organiser, or where termination of the contract without notice is justified owing to a special interest on the part of the Client / Trade Fair Participant. This shall also apply where the Client / Trade Fair Participant cannot reasonably be expected to undertake the trip owing to a defect on important grounds which are recognisable by DMT.

8. Limitation of liability

- 8.1.** DMT's contractual liability for losses not related to injury to life, limb or health shall be limited to an amount equal to three times the travel price
- 8.1.1.** provided that the Client's / Trade Fair Participant's loss was caused neither with intent nor through gross negligence, or
- 8.1.2.** where DMT is responsible for the Client's / Trade Fair Participant's loss solely owing to the fault of a service provider.
- 8.2.** DMT's tortious liability for material losses that are not caused with intent or through gross negligence shall be limited to an amount equal to three times the travel price. Otherwise claims arising out of unlawful acts shall remain unaffected.
- 8.3.** DMT shall not be liable for interruptions to performance in connection with services that do not form part of the package or the agreed main services, or which have been separately booked by the Client / Trade Fair Participant with service providers during this stay, or where DMT has solely acted as an agent for a third-party service (e.g. admission tickets, hostess and office service, attendance at cultural events, or similar).

9. Assertion of claims, statute of limitations

- 9.1.** Any claims for non-contractual performance of the travel contract (claims in accordance with Section 651 c-f of the Federal Civil Code, BGB) must be made by the Client / Trade Fair Participant within one month of the contractually foreseen end of the given trip
- Düsseldorf Marketing & Tourismus GmbH**
Benrather Straße 9
40213 Düsseldorf
- After this period has elapsed, claims may only be made where the client was unable to meet the deadline owing to reasons beyond his control. It is recommended that claims be made in writing. Employees of service providers, travel agents or other individuals are not authorised to accept notifications of claims.
- 9.2.** The statute of limitations for any claims by the Client / Trade Fair Participant in accordance with Section 651 c-f of the Federal Civil Code (BGB) arising out of culpable injury to life, limb or health shall be two years. The same shall apply to compensation claims for other losses caused by a deliberate or grossly negligent breach of obligation by DMT, its legal representatives or vicarious agents.
 - 9.3.** All other claims as set out in Section 651 c-f of the Federal Civil Code (BGB) shall have a statute of limitations of one year.
 - 9.4.** The statute of limitations for claims as specified at Nos. 9.2. and 9.3. above begins on the day on which the trip was due to end according to the concluded travel contract.
 - 9.5.** Where the Client / Trade Fair Participant makes any claims within one month of the contractually foreseen end of the trip, the statute of limitations shall be suspended until such time as DMT has rejected the claims in writing. This rejection simultaneously represents a refusal to continue negotiations about the claim in the sense of Section 203 of the Federal Civil Code (BGB).

10. Agreement on choice of law and place of jurisdiction

- 10.1.** Where the client is resident or has his business registered outside the European Union and/or Switzerland, the entire legal and contractual relationship between the Client and DMT shall be exclusively governed by German law.
- 10.2.** Where the Client is a merchant, legal person under civil or public law, or has his main residence or usual place of residence abroad, or where his main residence or his usual place of residence are not known at the time an action is brought, it is agreed that the place of jurisdiction for legal proceedings by DMT against the Client shall be the place in which DMT has its registered office.

Tour operator:
Düsseldorf Marketing & Tourismus GmbH
Benrather Straße 9, 40213 Düsseldorf;

AG Düsseldorf, HRB 40263;
Managing Directors: Frank Schrader, Hans-Jürgen Rang
Telephone: +49 211 17 202-0, Telefax: +49 211 17 202-32 30,
E-Mail: info@duesseldorf-tourismus.de