

# **General terms and conditions of NTI Nordic Travel Incoming GmbH**

## **as service provider**

Last updated: June 2021

Addendum: For legal purposes, the original German General terms and conditions (Allgemeine Vertragsbedingungen) is considered the legally binding version and prevails in the case of legal disputes. The English translation is provided for informational purposes only and is not legally binding.

### **1. Definitions/scope**

1.1 NTI Nordic Travel Incoming GmbH (hereafter referred to as NTI) provides services for tour operators as an independent contracting company. As a service provider, NTI does not itself offer travel services within the meaning of §§ 651a ff. of the German Civil Code (BGB). The provisions contained in each individual contract type (working contract, service contract) with the purchaser govern the working relationship.

1.2 These General Terms and Conditions apply to all business between NTI as contractor and the customer as purchaser. The contractor and the purchaser are considered entrepreneurs within the meaning of § 14 BGB (German Civil Code).

1.3 Any terms and conditions of the purchaser which deviate from the terms and conditions set out here shall only be considered as valid if they have been accepted by NTI in writing or in text form.

1.4 These General Terms and Conditions are an integral part of all contracts concluded between NTI and the purchaser for the services offered by NTI. These shall also apply if, in the event of a new or amended contract, these General Terms and Conditions are not separately agreed or presented again.

### **2. Scope of service**

2.1. The scope of services is based on the contractual agreements in each individual case.

2.2 Offers made by NTI are always non-binding unless they are expressly declared to be a binding offer in each individual case. By placing an order, the purchaser submits a binding offer to NTI. NTI may accept this offer by sending an order confirmation in written or text form.

### **3. Remuneration**

3.1. The rate of remuneration is determined by the agreements in each individual order. The prices apply in EURO, and include the legally applicable value added tax.

3.2. Invoices are to be paid in full within 4 weeks at the latest. The payment deadline set out in each respective individual order is legally binding. The date of receipt of payment to the account of NTI shall be decisive for compliance with the deadline.

3.3. The purchaser may exercise their right of retention with respect to NTI's claims for payment only if such claims are undisputed or until they have been finally adjudicated.

#### **4. Limitation of liability for claims for damages/indemnity**

4.1. In the event of injury to life, body and health, NTI shall be liable only to the extent that the injury to these legal interests is based on an intentional or negligent breach of duty by NTI.

4.2. In the event of violation of other legal assets or interests, NTI shall only be liable if the damage is caused intentionally or by gross negligence on the part of NTI.

4.3. To the extent that NTI's liability is excluded, the purchaser shall indemnify NTI against any claims of third parties using the contractor's travel services.

#### **5 Liability disclaimer in the event of force majeure and miscellaneous reasons/ right of withdrawal**

5.1. NTI rules out liability for cases in which it is not possible to fulfil a service due to force majeure or other events unforeseeable at the time of the conclusion of the contract (e.g., pandemics, severe weather, transport delays, strikes, lawful lockouts, difficulties in obtaining necessary official permits, official measures or the failure of suppliers to deliver, to deliver correctly or to deliver on time) and any other events for which NTI is not responsible.

5.2. In the case that such events that make it substantially more difficult or impossible for NTI to fulfil their obligations, NTI shall be entitled to withdraw from the contract.

#### **6. Passport, visa and health requirements**

The purchaser is solely responsible for obtaining and carrying the necessary travel documents, any required vaccination proof and compliance with customs and foreign exchange regulations by travel participants.

#### **7. Data protection**

7.1 NTI collects personal data required for the fulfilment and execution of each individual order. This data is stored electronically by NTI, processed and, if necessary, transmitted to third parties such as hotels and airlines.

7.2 The purchaser undertakes to handle all personal data provided by NTI confidentially and to delete such data after completion of the order.

#### **8. Final provisions**

8.1. The contractual relationship between NTI and the respective purchaser is governed by German law.

8.2. Place of jurisdiction is Berlin.

8.3. Both parties undertake neither to exploit, nor to make available to third parties confidential information and business and trade secrets of the other party which have become known to them during the business relationship, without the written consent of the party concerned. This shall also apply to the period after termination of the business relationship.

8.4. Should one or more provisions of these General Terms and Conditions be invalid in whole or in part, or should this agreement contain a loophole, this shall not affect the validity of the contract as a whole.

