

General Terms and Conditions

§ 1 Commitment under these Conditions

1.1 The Pure Mobility GmbH furnishes all services (hereinafter collectively referred to as "SERVICE(S)") exclusively on the basis of these General Terms and Conditions ("GTC"). These GTC apply to all offers and agreements in the context of current and future business relations, even if they should be not be expressly agreed upon again. At the latest, these GTC shall be deemed to be accepted and binding at the time such SERVICE is utilized.

1.2. Any existing, deviating, conflicting or additional terms and conditions of the CUSTOMER are hereby expressly inapplicable, unless otherwise specified in written form (text, by e-mail or by fax) between the Contracting Parties regarding the modification concerned.

1.3. Any individually made agreement with the CUSTOMER has precedence over these GTC, since this corresponds then to the desire of the Contracting Parties. The conflicting GTC is to that extent irrelevant. Any corresponding contract overriding the validity of the conflicting GTC must be made in writing. Declarations which the CUSTOMER makes after the time of the conclusion of the contract with Pure Mobility GmbH must also be made in writing to be valid, as otherwise the made declarations shall have no legal validity.

1.4. Insofar as there is nothing adversely agreed upon between Pure Mobility GmbH and the CUSTOMER, the statutory provisions are valid. Any references to legislation are for declaratory purposes only.

§ 2 Offer and Conclusion of Contract

2.1. The business purpose of Pure Mobility GmbH is the provision of services, in particular of driver services as well as the provision of high-end transportation vehicles.

2.2. The ordering of the SERVICES by the CUSTOMER shall be considered a binding contract offer. Unless the order of the CUSTOMER states otherwise, Pure Mobility GmbH is entitled to accept this offer within 30 days after the receipt of the order with Pure Mobility GmbH.

2.3. The acceptance can be expressed either in writing or by the provision of the SERVICE to the CUSTOMER.

2.4. The offers Pure Mobility GmbH are not binding contrary to §145 of the German Civil Code, if Pure Mobility GmbH does not expressly state them as binding

§ 3 Services

3.1. Pure Mobility GmbH is not liable for the non-performance of the SERVICE, if caused due to force majeure or other events not foreseen at the time of the conclusion of the contract (i.e. operational disruptions of all kinds, difficulties in material or energy procurement, transportation delays, strike, legal lockouts, lack of workers, energy or raw materials, difficulties in obtaining regulatory approvals, government actions or the lack thereof, incorrect or untimely delivery by suppliers), for which Pure Mobility GmbH has no responsibility. Pure Mobility GmbH will immediately inform the CUSTOMER about such circumstances after obtaining knowledge of such.

3.2. The occurrence of a delay in performance shall be determined in accordance with legal provisions. However, in each case the CUSTOMER is required to give notice.

§ 4 Prices and Terms of Payment

4.1. Unless the Contracting Parties have agreed otherwise in writing, the Pure Mobility GmbH prices on the price list shall apply, which can be requested from M.E.C Munich Exclusive Chauffeurs.

4.2. The CUSTOMER is liable for payment of the remuneration stated in the offer, in the order confirmation and/or in the contract for the SERVICE plus the respective statutory value-added-tax. The terms of payment specified on the invoice apply.

4.3. The payments for the utilized SERVICE shall be made exclusively to the account of M.E.C Munich Exclusive Chauffeurs. The deduction of a discount is permissible only by express agreement between Pure Mobility GmbH and the CUSTOMER in writing. The furnished SERVICE can be reliably calculated using the tracking data. The CUSTOMER may view the data for 30 days, after which they will be permanently deleted. Complaints regarding the SERVICE furnished by Pure Mobility GmbH must be reported within 14 days to Pure Mobility GmbH in writing.

4.4. Pure Mobility GmbH is entitled to require cost and delivery advances from the CUSTOMER. For order values of over EUR 10,000.00 net, Pure Mobility GmbH is entitled to require a prepayment of up to 2/3 of the invoice total from the CUSTOMER one (1) week prior to the provision of services. Furthermore, Pure Mobility GmbH is entitled to submit a partial bill for services already furnished.

4.5. If no specific date of payment is indicated in the invoice, all payment amounts shall be due upon the complete furnishing of the SERVICE. Interest shall be assessed for corporate CUSTOMERS at a rate of 8% per annum over the respective base interest rate and for individual CUSTOMERS at a rate of 5% per annum over the respective base interest rate. Claims for higher amounts of default damages remain expressly reserved by Pure Mobility GmbH. The claim of Pure Mobility GmbH on commercial interest on maturities (§ 353 of the German Commercial Code) remains unaffected.

4.6. Provided that the Contracting Parties have made no fixed price agreement, reasonable price adjustments due to changes in costs of labour, materials and distribution of SERVICES, which take place three (3) months or later after the conclusion of the contract, remain reserved. The agreed upon prices are

based on the raw material costs for gasoline valid at the time of the conclusion of the contract.

4.7. Upon a price increase of the raw material costs of more than 10%, the Contracting Parties will enter into negotiations in order to determine a new price for the SERVICES. If the Contracting Parties cannot come to agreement within a period of 14 days on a price adjustment, each Contracting Party may withdraw from the contract.

4.8. For payments by credit card, the resulting fee (5%) will be added to the invoice amount.

§ 5 Termination and Cancellation Fees

5.1. In the event of termination by the CUSTOMER, any costs already incurred may be charged to the CUSTOMER. The CUSTOMER is free to provide evidence that the stated costs were incurred to a lesser extent or not at all. A free cancellation is possible up to 24 hours before the start of the service. If the cancellation is made less than 24 hours before the agreed start of the service or if the CUSTOMER fails to use the service without prior notice, the full contract amount will be charged. The CUSTOMER is entitled to prove that Pure Mobility GmbH has incurred a lesser loss.

5.2. As to large events, Pure Mobility GmbH reserves the right to modify the cancellation conditions as well as the prices. Large events are defined as organized gatherings of people over a period of time at a specific location or multiple locations at the same time for a specific purpose. Events shall be scheduled in advance. Large events are those meetings with a very large number of expected participants, whereas

a) they may be of different nationalities, languages, social classes, political views and religious beliefs and may have different cultural backgrounds,

b) the local residents are likewise particularly involved, c) the event of special importance for the region, nationally or even internationally, and the event is usually located in the heart of the city or in special areas.

Spontaneous or regular gatherings of people without fixed organization, such as undeclared demonstrations, New Year's Eve or Carnival celebrations do not meet these requirements.

5.3. This does not affect the mutual right to termination without notice for good cause. Upon the closure or liquidation of the CUSTOMER'S companies and/or in case of judicial or out-of-court insolvency proceedings against the assets of Pure Mobility GmbH and/or against the assets of its shareholders, Pure Mobility GmbH reserves the right to termination without notice for good cause.

5.4. The termination must be made in writing, whereby the transmission of the document should be sufficiently in advance via fax and subsequently by afterwards mailing of the original for observance of the deadline and the form requirement.

5.5. Pure Mobility GmbH may terminate the agreement prior to the start of the SERVICE, if Pure Mobility GmbH cannot provide the SERVICE due to good cause, such as, for example, force majeure within the meaning of § 3, para. 1, above. In this case the CUSTOMER shall immediately receive notice.

5.6. For impediments of temporary duration, the performance of the service may be adjusted for the period of the interruption, if no fixed time or date is required.

§ 6 Obligation of the CUSTOMER to cooperate and prohibited use

6.1. Where it is necessary for the performance of the SERVICE(S), the CUSTOMER and/or the beneficiary/third-party must make use on a timely basis the particular concrete service at the agreed upon location and at the agreed upon time. In the event that it does not take place and/or not on a timely basis, based on agreements, and/or requirements, then Pure Mobility GmbH is entitled to additional charges for time and/or expenses. Pure Mobility GmbH is entitled to provide the SERVICE(S) at a later time or charge additional costs for time and/or expenses due to the delay of the CUSTOMER in regards to the aforementioned obligation.

6.2. The means of transport of Pure Mobility GmbH may not be used for the following:

a) for the transport of dangerous materials of any kind
b) for the committing of criminal offences within the meaning of the German Penal Code (§§ 1-9 of the German Penal Code), even if these are only punishable under the law of the place of commission
c) for travels which go beyond the agreed upon use

6.3. It is further not allowed for the CUSTOMER to request and/or persuade the driver to carry out the activities specified under § 6 points a) to c).

§ 7 Off-set and Right of Retention

7.1. The CUSTOMER is entitled to the Right for an Off-Set only if its counterclaims are legally established or undisputed.

7.2. In the exercise of a Right of Retention, the CUSTOMER may only do this to the extent that its counterclaim is based on the same contractual relationship.

§ 8 Right to Modify

8.1. In essence, the ordered vehicle is provided per availability. In the event that due to internal or objective reasons it is not possible to comply with the order, Pure Mobility GmbH reserves the right to provide a different vehicle. Pure Mobility GmbH shall use its best efforts to minimize any modifications to the contractual use of the requested vehicle. If the vehicle is in a lower price category, the CUSTOMER is entitled to reduction in the amount of the price discrepancy. A right for termination of contract is not applicable to this issue.

§ 9 Liability

9.1. Claims for damage of any kind, irrespective of the cause in law, are hereby excluded, unless Pure Mobility GmbH and/or its legal representatives or agents have acted intentionally or with gross negligence, or the claims result from the lack of an assumed warranty. In the latter case, the liability is limited to such damages that are covered by the warranty. Further, liability is not precluded for any injury to lives, bodies or health which is attributable to Pure Mobility GmbH.

9.2. 2. For damages due to simple negligence, the liability of Pure Mobility GmbH only exists when injury of substantial obligations (the so-called cardinal duties). This case liability is limited to the typical and foreseeable damage; compensation for consequential damages such as loss of profit and loss of use is hereby excluded.

9.3. For damages arising from the activities banned under § 6, para. 2, the CUSTOMER as well as any possible beneficiary/third party are without limit, personally, and jointly and severally liable.

§ 10 Creditworthiness and Insolvency

10.1. Pure Mobility GmbH is entitled to provide or furnish any still pending SERVICES only against prepayment or deposit, if after conclusion of the contract circumstances become known which are likely to substantially reduce the creditworthiness of the CUSTOMER and which appear to create a risk of payment of open receivables by the CUSTOMER to Pure Mobility GmbH under the agreement. This applies in particular if the CUSTOMER is already in arrears of payments to Pure Mobility GmbH.

10.2. In case of the insolvency of the CUSTOMER, Pure Mobility GmbH is entitled to withdraw from the contract.

§ 11 Written form requirement

11.1. All additions, changes and side agreements must be in writing to be valid, i.e. in text form, by e-mail or by fax. Verbal special agreements become effective only if the clause on the written form requirement was previously waived in accordance with the clause.

§ 12 Jurisdiction

12.1. The area of jurisdiction is Munich, insofar as the CUSTOMER is a business, legal entity under public law or special fund under public law. Pure Mobility GmbH is entitled to file a claim before a court that is competent for any location at which the CUSTOMER has its headquarters or branches.

§ 13 Applicable Law

13.1. The contractual relations between the Contracting Parties are subject to German law with the exclusion of the UN Sales Convention, even if the CUSTOMER is domiciled or headquartered abroad.

§ 14 Severability Clause

14.1. In the event that one or more provisions of the contract or these GTC are ineffective and/or impracticable, then the effectiveness of the remaining regulations shall not be affected thereby. In the place of the ineffective and/or unenforceable provision, a suitable provision with the same intended legal and economic purpose shall come into place, as long as it does not cause any substantial change of the content of the agreement; the same shall apply, in the event that a particular legally required provision is not expressly contained.