

General Terms and Conditions

§ 1 Application

- (1) The General Terms and Conditions (hereinafter referred to as „GTC“) set out below apply in its current version to all contracts entered into through our website at <http://www.bmw-besuchen.com> (hereinafter referred to as “**booking platform**”) by us, i.e.

monocom GmbH,
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und Ihnen als unserem Kunden. Die AGB gelten unabhängig davon, ob Sie Verbraucher, Unternehmer oder Kaufmann sind.

- (2) These GTC shall govern the legally binding order and booking of group or one-on-one tours in BMW AG plants in Leipzig, Berlin, Regensburg, Dingolfing, Wackersdorf and Landshut (hereinafter referred to as “**BMW plant tours**”) through the booking platform operated by us. In regards to content and nature of our offer and for further details on BMW plant tours, reference is made to the description available on our booking platform and information given by us within the framework of a booking procedure.
- (3) All agreements entered into between you and us with the closure of a contract shall result in particular from these GTC in conjunction with our written confirmation of the order. Deviating conditions of the customer shall not be binding to us. This shall also be the case if we do not expressly reject to their inclusion.

§ 2 Vertragsschluss

- (1) The presentation of and advertisement for the offers of BMW plant tours on our website shall not constitute a binding offer to enter into a contract. The contract shall be exclusively entered into by way of e-commerce through our booking platform. The booking procedure to enter into a contract includes the following steps of our booking platform:

- Select the offer in the required specifications
 - Place the offer in the shopping basket
 - Click the button “Order”
 - Enter your delivery and invoicing addresses
 - Select a payment method
 - Verify the order and all entries, correct it, if applicable
 - Confirm by clicking on the button “Order against payment”
 - Confirmation email on receipt of order
- (2) By submitting an order through the booking platform by clicking the button “Order against payment”, you place a legally binding order.
- (3) The contract shall come into being only when we accept your order by way of an acceptance declaration included in the confirmation of order or upon delivery of the ordered article (hereinafter referred to as “**entitlement to participate**”) by us following complete payment. Entitlements to participate shall be send by email only. Upon receipt of the respective email you shall be entitled to make use of the booked BMW plant tour at the date or in the period of time determined and at the location chosen by you.
- (4) The contract language shall be German. We will store the text of the contract. We shall send you order details, our GTC, and legal information on your right of withdrawal and cancellation (§3) in text form immediately after the contract has been concluded.

§ 3 No right of withdrawal, cancellations

- (1) If you are a consumer (i.e. a natural person placing an order for a purpose other than for your commercial or independent professional activity) you may have a right to withdraw subject to statutory requirements. In the present case, however, such a right to withdraw shall not exist.

This is because such a right to withdraw shall expressly not exist for consumers in contracts for the provision of services in the fields of accommodation other than for residential purposes, transport of goods, car rental services, deliveries of food and beverages, or services related to leisure activities, if the contract provides for a specific date or period of performance. (§ 312 g (2) sentence 1 Nr. 9 German Civil Code BGB).

On our booking platform, we offer the provision of services in the field of leisure activities on specific topics, particularly respective entrance and the right to participate in BMW plant tours, so that there shall expressly be no statutory right of withdrawal. Each booking of BMW plant tours shall thus be binding to us immediately upon our confirmation and shall oblige the customer to accept and pay the ordered rights to participate.

- (2) By derogation from § 3 (1) and on a voluntary basis, we offer the option to cancel your attendance up to 72 hours (single visitor tour) and 7 days (exclusive guided tour) prior to the booked BMW plant tour free of charge. We will fully refund any amounts already paid by you. In case of late cancellation or no-show on the day of the booked BMW plant tour, however, costs amounting to 100 percent of the invoice amount confirmed in the booking procedure shall become due. All cancellations must be transmitted by email or through our cancellation function available on our booking platform. In the event of a cancellation of your booking in good time we shall refund all payments already received by you without delay at the latest within 14 days as of the day the cancellation was received by us. For refunding, we shall use the same payment method you used in your original order.

§ 4 Prices and shipping costs

- (1) All prices indicated on our booking platform shall be gross prices including statutory VAT. The total price payable by you is calculated on the basis of these components:
- Anzahl der gebuchten BMW-Werksführungen, oder
 - Anzahl der gebuchten Personen bei Einzelbesuchergruppen.

The final price including VAT is indicated in the order form before you submit your order.

- (2) There shall be no shipping costs because we send our booking confirmation and entitlement to participate in a BMW plant tour electronically to the email furnished by you.

§ 5 Payment terms, set-off, right of retention

- (1) The purchase price payable by you shall be immediately due for payment.
- (2) You can pay the purchase price exclusively through either our payment service provider (PayPal) or by credit card, as you choose. Payment on receipt of invoice may only be agreed to individually prior to consultation and subject to a credit rating performed by us. We do not offer any other payment methods.

The payment service provider enables you and us to process payments. To this end, the chosen payment service provider forwards your payments to us. For further information, please visit the web site of the respective payment service provider [LINK](#). In any payments without a reminder by credit card you must be the holder of this credit card. Upon expiry of the payment period you shall be automatically deemed to be in default and your entitlement to the booked service (i.e. the booked BMW plant tour) shall expire.

- (3) You shall not be entitled to set-off against our claims unless your counter-claims are established in law or undisputed. You shall, however, be entitled to set-off against our claims if you assert a letter of complaint or claim counter-claims from the same contractual relationship.
- (4) As buyer you may execute your right of retention only if your counter-claim arises out of the same contractual relationship.

§ 6 Entrance and entitlement to participate; house rules

- (1) By making your booking with us, you acknowledge the prerequisites of a BMW plant tour indicated on our booking platform [LINK](#) during a booking procedure along with restrictions and limitations (such as on photo and video recordings) informed about and confirm your agreement to these.
- (2) If you do not show up at the date you booked, your entitlement to participate in a BMW plant tour shall expire together with your entitlement to benefit arising therefrom without substitution.

§ 7 Liability

- (1) We shall be liable to you in all cases of contractual and non-contractual liability in case of intent and gross negligence within the legal limits to pay damages or compensation for futile expenses.
- (2) In all other cases – unless otherwise provided in §7 (3) – we shall only be liable for breach of a contractual obligation that constitutes a condition sine qua non for proper fulfillment of the contract in the first place and on which you as the customer may regularly rely (so-called cardinal duty), however limited to replacing foreseeable and typical damage.
- (3) Our liability for damages arising from injury to life, body and health and our liability according to the Product Liability Act shall remain unaffected by above given liability limitations and exclusions.

§ 8 Cancellation of BMW plant tours

- (1) A cancellation or postponement of BMW plant tours may be required and strictly necessary in individual cases on grounds of force majeure effecting the operation at BMW AG or rendering BMW plant tours impossible. (1) We thus reserve the right to cancel the agreed BMW plant tour also on short notice or to postpone it in agreement with you. If no new appointment is agreed to, we will refund your payment in full.
- (2) Additional claims against us, such as claims for damages (travelling expenses, accommodation etc.) shall be excluded if a BMW plant tour is cancelled or postponed or if the purchase price is refunded. The provisions stated § 7 of these GTC shall remain unaffected thereby.

§ 9 Exclusion of industrial or commercial resale of entitlements to participate

- (1) The industrial or commercial resale of acquired entitlements to participate shall be prohibited unless a differing written agreement is entered into between you and us.
- (2) You shall pay a contractual penalty of 2,500.00 EUR for every culpable breach of above prohibition of industrial or commercial resale. We shall retain the right to assert further claims for damage, crediting the contractual penalty.

§ 10 Data protection

In the process of business initiation and in closing, processing and unraveling a contract on the basis of these GTC, we collect, store and process the personal data you transmitted to us. This shall be done within the framework of statutory provisions in compliance with applicable data protection laws. We shall not transfer your personal data to third parties unless we are under a legal obligation to do so or you have expressly consented to such a transfer.

If and to the extent that third parties are used to render services associated with our order processing (such as a payment service provider), these third parties shall strictly adhere to the provisions of the German Federal Data Protection Act Bundesdatenschutzgesetz and other data protection regulation. The data made available in the order process shall be used exclusively for contacting purposes within the framework of contract processing and solely for the purpose for which you made these data available

To the extent to which storage periods related to commercial or tax law affect us, the period of storing for some data may be up to ten years. We shall delete, correct or block personal data in accordance with legal stipulations upon your request. It is possible to obtain information on all your personal data information stored free of charge. Please contact us at the following address with any questions on data generation, processing and usage or for submitting applications for deletion, correction or blocking of personal data:

monocom GmbH, Buchungscener, Oberweilnbach 1, 84177 Gottfrieding, 089-382-1570,
info@bmw-besuchen.com

For additional information, please view our Data Privacy Statement [\[LINK\]](#).

§ 11 Property rights

The content of our booking platform and the required and used software are subject to property rights and legislation on intellectual property. You acknowledge these rights. You also acknowledge that advertisement content of us and/ or of BMW AG on our booking platform and other information that may be obtained through our booking platform is subject to industrial property rights or legislations.

§ 12 Applicable law and place of jurisdiction

- (1) The law of the Federal Republic of Germany shall apply with the exclusion of UN trade law. If you ordered as a consumer and if you had your usual place of residence in a different country at the time you ordered, the application of mandatory legal stipulations of that country shall be unaffected by the choice of law established in sentence 1.
- (2) If you are a trader and, at the point in time at which the order is placed, have a registered office in Germany, the exclusive place of jurisdiction shall be the registered office of the seller, i.e. Munich. In all other regards, local and international competency shall be determined by applicable legal stipulations.