
BUSINESS AND PARTICIPATION TERMS AND CONDITIONS

TAB different GmbH

As of: April, 2023

BUSINESS AND PARTICIPATION TERMS AND CONDITIONS

TAB different GmbH (hereinafter: TAB)

Exclusively the following Terms and Conditions of Business and Participation (hereinafter: Terms and Conditions) shall apply to the booking of and participation in the factory tour organized by TAB and to the business relationship between TAB and the Customer:

1. FORMATION OF THE CONTRACT

- 1.1 The images of the events in the online shop do not represent binding offers, but are merely non-binding examples.

The Customer submits a binding offer to TAB to take part in the selected event on the basis of these Terms and Conditions. TAB will inform the Customer whether the offer has been accepted or declined by sending notification of confirmation or rejection. The contract is formed once the declaration of acceptance has been received. The text of the contract including these Terms and Conditions shall be sent to the Customer by TAB on a durable medium (e-mail or paper printout) along with the declaration of acceptance or in a separate e-mail.

- 1.2 To submit an offer, the Customer first needs to select one of the events, then select the date and number of participants, and any additional services. When the Customer has entered their personal details, payment details, accepted these Terms and Conditions and then clicks the 'Place binding order' button, they submit their binding offer to TAB. The retrieval, printout and storage in reproducible form of the booking, the terms and conditions of participation as well as the privacy policy are possible prior to the conclusion of the contract. The content of the contract and the registration data will be stored by TAB, although they will no longer be accessible online once the offer has been submitted. Only the terms and conditions of participation applicable at the time of retrieval and the data protection information are available on the website.
- 1.3 The Customer can also purchase a voucher to participate in the events offered. This voucher is issued for a certain type of event and entitles the holder to take part in this event at an available time to be agreed upon with TAB.

2. CONSUMER RIGHTS

The Customer is generally entitled to a fourteen-day right of cancellation if the Customer is a natural person and the contract is concluded for a purpose that cannot be attributed to the Customer's commercial or self-employed activity.

There is no right of cancellation if the contract concluded with TAB provides a specific date or period for the provision of the service owed (for example, setting a specific date when registering).

In case of cancellation, any voucher provided will lose its validity. Therefore, it is not necessary to return the voucher and the voucher will be returned at the Customer's own expense if necessary. Invalid vouchers must be destroyed immediately and may no longer be used.

CANCELLATION POLICY

The right of cancellation

You have the right to cancel this contract within fourteen days without giving any reason. The right of cancellation lasts fourteen days from the day on which the contract was formed.

In order to exercise your right to cancel, you need to inform us about your decision to cancel this contract by means of a clear declaration (e.g. in a letter sent by post, or in a fax or email).

TAB different GmbH
Im Efeu 3
73760 Ostfildern
DEUTSCHLAND
Phone.: +4971163348660
E-Mail: factorytour-woerth@tabdifferent.com

You can use the attached sample cancellation form for this purpose, but it is not required.

In order to comply with the cancellation period, it is sufficient that you send the notification of your exercise of the right of cancellation before the expiry of the cancellation period.

The consequences of cancellation

If you cancel this contract, we shall reimburse you all payments we have received from you, including delivery costs (apart from additional costs resulting from the fact that you have chosen another type of delivery than the standard delivery offered by us), without undue delay and within fourteen days from the day on, we received the notification about your cancellation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

If you have requested that the services begin during the cancellation period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of cancellation with respect to this contract compared to the total scope of the services provided for in the contract.

END OF THE CANCELLATION POLICY

3. PAYMENT DUE DATE

- 3.1 Upon conclusion of the contract, the participation fee is immediately due in full amount. If the payment due date is defined according to the calendar, by missing the deadline the Customer is already in default. In this case, he shall pay TAB interest on arrears for the year in the amount of 5 percentage points above the base interest rate.
- 3.2 The Customer's obligation to pay default interest shall not preclude TAB from claiming further damages for default.
- 3.3 The Customer shall not be entitled to set off claims against TAB unless the counterclaims have been legally established or are undisputed.

4. CANCELLATION AND REBOOKING

- 4.1 TAB grants the Customer a contractual right of withdrawal from the contract and rebooking against payment of the flat fee of compensation rates listed below. Circumstances that lead to production stoppages during the event, no claim for compensation will arise:
 - (a) Cancellation: booked events can be canceled free of charge up to 14 days before the tour date can be canceled free of charge. After that the cancellation fees will be charged in full (100% of the booking fee).
 - (b) The ticket is personalized and non-transferable.
 - (c) Rebookings for an event of the same content can be made free of charge up to 14 days before the actual booked tour date. Within the 14 days a rebooking will be made against an expense allowance. The customer has to inform TAB of his wish to change the booking in text form (e.g., E-Mail)

The Customer reserves the right to prove that TAB has not incurred any damage or that the damage is lower than the calculated cancellation fee. In this case, the Customer is only liable for payment of the damage actually incurred.

- 4.2 The withdrawal must be in writing to be effective. The above-mentioned deadlines refer to the receipt of the written declaration of withdrawal by TAB.

5. ELIGIBILITY FOR PARTICIPATION

- 5.1 Children under 14 years and animals are not allowed for safety reasons.
- 5.2 Removal from the group on the plant premises, as well as the designated visitor routes, is prohibited.

- 5.3 The participant is obligated to wear sturdy shoes, as well as the provided high-visibility safety vest for the entire duration and safety goggles in the driver's cab shell.
- 5.4 The participant is prohibited from touching production material or vehicles.
- 5.5 Photography and filming, as well as the making of audio and video recordings of any kind are generally prohibited.
- 5.6 Smoking and consumption of alcohol are prohibited throughout the plant area. Smoking in the designated smoking areas is permitted.
- 5.7 Only persons who are not suffering from any mental or physical disabilities that may affect their participation and/or are not under the influence of alcohol/drugs or medication during the entire duration of the event are authorized to participate. In case of violation, the participant has no right to participate in the event.
- 5.8 The participant is required to follow all the instructions of the staff, in particular the tour guides, the fire department and the plant security, without exception. In case of violation, the participant may be suspended from further participation in the event.
- 5.9 The Participant and his legal successors shall be liable in particular for any damage caused by him directly or indirectly to the inventory property, personal injury, damage to rental objects as well as damage to third-party property, in particular, for example, to third-party objects, and hereby expressly and irrevocably waive any irrevocably of any liability on the part of the organizer or the installer or operator of the subject matter of the stand as well as all organizations or individuals with respect to claims arising and claims that may arise in the future of any kind.
- 5.10 The Participant and his legal successors shall fully indemnify and hold harmless the organizer and the installers and operators of the inventory property as well as all organizations and individuals associated with them in connection with damage events caused by him and shall unconditionally reimburse any costs caused by him directly or indirectly as a result of property damage, bodily injury or death up to the statutory maximum.
- 5.11 The Participant expressly acknowledges that
- (a) TAB excludes any liability towards him as well as his legal successors for negligently caused property damage and financial loss, as well as any indirect damage and loss of profit.
 - (b) he is not entitled to any claims whatsoever against TAB in the event that he is excluded from the event for safety reasons or through his own fault, or if the event is completely cancelled, interrupted or starts late; and
 - (c) recordings of his person by the security surveillance cameras are stored and processed with computer support and, in the event of an incident, are used to clarify criminal conduct, accidents, damage and/or other comparable incidents

6. POSTPONEMENT OR CANCELLATION BY TAB

- 6.1 TAB reserves the right to postpone or completely cancel the event up to 21 days prior to the start of the event due to failure to reach the minimum number of 5 participants out of the available places.
- 6.2 In case of cancellation, the Customer may demand participation in an event of at least equal value if TAB is able to offer such an event without additional costs to the Customer (replacement date). The Customer shall assert this right immediately after TAB's declaration of the cancellation of the event.
- 6.3 In general, the event will take place in all weather conditions. In case of weather extremes as well as technical maintenance or repair work, official inspection or in cases of force majeure (e.g., war, natural disasters, epidemics) or strikes, TAB reserves the right to cancel or terminate the event at short notice. In this case, TAB will make every effort to find an alternative date.
- 6.4 If the booked event does not take place and no alternative date is agreed, the participation fee will be refunded in full. Further claims of the Customer are excluded.
- 6.5 Due to unforeseeable production-related circumstances, we reserve the right to make changes or cancellations.

7. SCHEDULE OF THE EVENT

- 7.1 The Participant declares his consent to
- (a) those recordings of his person being supported and stored by the security surveillance camera, processed and in case of need, used for the clarification of criminal conduct, accidents, damage and/or other comparable incidents and comparable incidents as well as,
 - (b) the making of film and/or photographic recordings in which the Participant is depicted, as well as to the recording of statement interviews with the Participant and the like on audio and/or visual media. TAB and Daimler Truck AG are free to use these. TAB and Daimler Truck AG shall have the unrestricted right, in terms of time and place, to archive, edit, reproduce, distribute, exhibit and publicly reproduce the film and photo recordings and other visual and audio recordings. The right of public reproduction includes screening rights, broadcasting rights, the right of reproduction by means of image and sound carriers, and the right to reproduce radio broadcasts. The aforementioned rights of use are granted irrespective of the means of transmission and reproduction. In particular, they include the right of use by means of electronic media, especially the Internet.

8. INSURANCE

- 8.1 The conclusion of an additional health insurance, accident insurance and private liability insurance as well as insurance to cover repatriation costs in the event of accident or illness is recommended to the customer.

9. LIABILITY

- 9.1 The Participant takes part in the event at their own risk.
- 9.2 TAB is only liable in case of intent, gross negligence or at least negligent breach of essential contractual obligations, such as those which the contract imposes on TAB according to its content and purpose or the fulfillment of which enables the proper execution of the contract in the first place and whose observance the Participant regularly relies and may rely on; this liability is limited to the foreseeable at the time of conclusion of the contract.

The aforementioned limitations of liability do not apply to damages resulting from loss of life, physical injury or damage to the health of the Participant.

- 9.3 If the damage is covered by an insurance policy taken out by the Participant for the claim in question, TAB shall only be liable for any associated disadvantages incurred by the Participant, such as higher insurance premiums or interest disadvantages until the claim is settled by the insurance company.
- 9.4 TAB is not liable for items such as mobile phones, notebooks, cameras, watches or jewelry that are damaged, destroyed or lost during the event.

10. PRICES AND PAYMENT OPTIONS

- 10.1 The prices stated for each event are binding and include the statutory VAT applicable at the time. All other prices stated are total prices.
- 10.2 There are various payment options available for the payment of events booked on the website. The online data transfer is SSL-encrypted. Detailed information about the payment options is available on the website.
- 10.3 There is no right to participate in the event without full payment of the stated event price prior to the start.

11. APPLICABLE LAW AND PLACE OF JURISDICTION/FULFILMENT

- 11.1 The exclusive place of jurisdiction for all claims arising from the business relationship with merchants shall be Stuttgart. The same place of jurisdiction shall apply if the contracting party does not have a general place of jurisdiction in Germany, moves their place of residence or habitual abode out of Germany after conclusion of the contract and their place of residence or habitual abode is not known at the time the action is brought.
- 11.2 Subject to the mandatory provisions of consumer protection law, the law in the Federal Republic of Germany applies in the event of any disputes that arise out of or as a result of this contractual relationship.
- 11.3 The place of fulfilment is Stuttgart/Woerth.
- 11.4 The contractual partner is
- TAB different GmbH
Im Efeu 3
73760 Ostfildern
GERMANY
- represented by the managing director: Sven Sperling
- Local Court (*Amtsgericht*) Stuttgart, HRB 757174
USt-ID Nr.: DE309512600
- 11.5 The contractual language is German. However, an English version is available.
- 11.6 The contract's remaining parts remains binding even if individual points are legally invalid. Statutory provisions, if any, shall take the place of the invalid points. However, insofar as this would represent an unreasonable hardship for one of the contracting parties, the contract as a whole shall become invalid.

12. CANCELLATION TEMPLATE

CANCELLATION FORM TEMPLATE	
If you want to cancel the contract, please fill out this form and send it back.	
To	
TAB different GmbH Im Efeu 3 73760 Ostfildern GERMANY Fax: +49711412977 E-Mail: factorytour-woerth@tabdifferent.com	
Hereby I/we cancel	

the contract concluded by me/us for the purchase of the following goods/provision of the following service:	
Ordered on _____	Received on _____
Name of the consumer(s)	

Address of the consumer(s)	

Signature of the consumer(s) (Only for printed notifications)	

Date	
