

## **General Business Terms and Conditions of Carriage**

Date: 01.03.2018

## 1 Scope of Application

The General Business Terms and Conditions of Carriage apply to the booking of journeys and the carriage of passengers within the bus network operated by FlixBus. The vehicles serve the purpose of passenger carriage.

## 2 Contracting Party

### 2.1 Contracting Party for Journey Bookings

The Contracting Party for journey bookings (ticket seller) and the use of the online portals is FlixMobility GmbH, Birketweg 33, 80639 Munich, hereinafter referred to as FlixMobility.

## 2.2 Contracting Party for Passenger Transport by bus

The Contracting Party for the respective transport contract is the carrier specified during the booking process. Carriers are holders of the respective route concessions. It follows that the Contracting Parties for passenger transport are either the FlixCompanies (2.2.1) or cooperation partners (2.2.2).

No claims to transport in specific coaches belonging to the carrier shall exist. The direct transport shall take place via a partner company commissioned by one of the carriers.

### **2.2.1** FlixCompanies are as follows:

- FlixBus B.V.
- FlixBus CEE South d.o.o.
- FlixBus CZ
- FlixBus DACH GmbH
- FlixBus Danmark ApS
- FlixBus France SARL
- FlixBus Hungary Kft.
- FlixBus Inc.
- FlixBus Italia S.r.l.
- FlixBus North GmbH CEE
- FlixBus Polska Sp. z.o.o.
- FlixBus RO SRL
- FlixBus RS d.o.o.
- FlixBus Sverige AB
- FlixMobility GmbH
- Rodbillet ApS

In the event that the carriers are FlixCompanies, the following Terms and Conditions shall also apply to these.



## 2.2.2 Cooperation partners are as follows:

- Blaguss Reisen GmbH
- Brioni.d.d.
- Desilvesto Taxi e Viaggi S.r.l.
- Dr. Richard Linien GmbH & Co KG
- Fudeks
- Grandi Navi Veloci s.p.a. ("GNV")
- Mannheimer Omnibusreisen Holger Tours GmbH
- PolskiBus Souter Holdings Poland Sp. z o.o.
- Prijevoznički Obrt Josip Knežević
- S.A.P.S. S.r.l
- Samoborček
- Slavonija Bus d.o.o.
- TAXI-MINIBUS-AUTOBUS PANIZZA FLAVIO
- Umbrella Coach & Buses s.r.o.
- Verkehrsverbund Rhein-Sieg GmbH
- Vincek d.o.o.
- Volánbusz Zrt.
- WESTbus GmbH

In the event that the carriers are cooperation partners, only their own Terms and Conditions shall apply to these. It is possible to access these documents on the websites of the above-mentioned cooperation partners. We would like to draw your attention to the fact that these may only be available in English.

The cooperation partners do not perform any passenger transport using the brand FlixBus, apart from the connection 96 Vienna - Graz and the connection X96 Vienna Airport - Graz, which are operated by the Dr. Richard Linien & Co KG.

## 2.3 Contracting Party for Passenger Transport by train

The Contracting Party for the respective transport contract is the carrier specified during the booking process.

- FlixTrain
- Leo Express GmbH
- <u>WESTbahn</u>

## 3 Right to Carriage

**3.1** The right to carriage shall exist in the event that a contract of carriage was concluded and insofar as an obligation to convey shall exist in accordance with the provisions of the Law on the Carriage of Persons (Personenbeförderungsgesetz, PBefG) and those governing the statutory order regarding the General Conditions of Carriage for Tram and Bus Transport and Scheduled Services with Motor Vehicles (VO-ABB). To the connections operated by FlixBus Polska sp. z o.o. and other Polish carriers, the right to carriage shall exist in the event that contract of carriage was concluded and insofar as an obligation to transport shall exist in accordance with the provisions of the Polish Civil Code and the Polish Act of Transport Law.



- **3.2** The booking confirmation (see Item 5.1) entitles the passenger to a journey between the point of departure and the destination stated on the ticket. Later boarding or earlier disembarkation is not permitted due to legal regulations.
- **3.3** In the event of bookings when on board a vehicle, an obligation to convey shall only exist in the event that sufficient seating is available for the entire journey.
- **3.4** In the case of request stops, an obligation to convey only exists in the event that a journey was booked from or to this stop within the corresponding advance booking deadline. Request stops are marked as such on the respective schedules. The corresponding advance booking deadlines are stipulated on the relevant schedules.

## 4 Commercial use of the web portal

- **4.1** Price comparison pages may enter into a written agreement with FlixMobility in which FlixMobility authorizes the receipt, processing and publishing of prices as well as schedules of FlixMobility.
- **4.2** It is prohibited to use the web portals of FlixMobility for non-personal or commercial purposes. The use of automated systems in order to extract data from this website for commercial use ("screen scraping") is prohibited. FlixMobility reserves the right to take actions against any violations.

### **5 Tickets, Carriage Charges**

- **5.1** The stipulated carriage charges must be paid in return for carriage. FlixMobility issues tickets for this purpose. The booking confirmation, either printed out or displayed in electronic form (PDF file), and a valid official photo identification shall be deemed to constitute a ticket. If a booking is made on board the vehicle, the handwritten or printed receipt is both the purchase receipt and the booking confirmation. A ticket is generated per passenger and ride. Connections with transfers (interconnections) are treated as one ride. The first name and surname of the passenger and, if applicable, the date of birth, must be provided during the booking process. The passenger's name is matched with the booking list that is displayed on the cell phone of the driver or bus station staff based on the current booking situation in order to determine whether there is a claim to carriage. This process is preferably accomplished by scanning the ticket. Tickets bought for connections operated by FlixBus Polska sp. z o.o. and other Polish carriers, are considered as an invoice within the meaning of Polish Act on VAT tax.
- **5.2** The passenger shall be obliged to make a booking prior to departure. Access to the passenger compartment in the vehicle is only permitted with a valid booking confirmation.
- **5.2.1** Journeys may be booked online at the web portals, via the mobile smartphone apps of FlixMobility, via telephone, in partner agencies, on board the vehicles (at regular fares) and at some staffed bus stations. Booking on board vehicles is only possible in the event that sufficient seating is available for the entire journey. As a result, advance purchase (online, via an app or an agency) is recommended. All connections operated by FlixBus Polska sp. z o.o. and other Polish carriers cannot be sold on board vehicles.
- **5.2.2** A booking confirmation (order details) is saved, can be retrieved via the homepage and can also be sent to the passenger via e-mail as required.



**5.2.3** Each passenger holding a valid ticket shall be entitled to a seat. In such cases, passengers with children and persons with impaired mobility are given priority in the selection of seats.

### **5.3** Online ticket purchase:

- **5.3.1** The representation of products in the online shop, accessible via the internet and the smartphone app, shall not constitute a legally binding offer, but a non-binding online catalog which prompts potential passengers to submit offers. By clicking the "Book" / "Pay" button, a binding order for the goods in the shopping cart is placed. A ticket is generated per passenger and ride. Connections with transfers (interconnections) are treated as one ride. Confirmation of receipt of the order shall be issued immediately upon submission via an automatic e-mail confirmation. The contract for carriage shall not be deemed to have been concluded until FlixMobility has accepted the order by issuing an acceptance confirmation. This acceptance confirmation may be issued with the automatic e-mail confirmation or separately at a later stage.
- **5.3.2** Current technology means that data communication via the internet cannot be guaranteed in an error-free and/or permanently accessible manner. It is not possible to develop and operate computer programs (software) and data processing systems (hardware) in a completely flawless manner, and exclude all unpredictable factors which may occur in conjunction with the medium 'internet'. As a result, FlixMobility shall not assume any guarantee for the constant, uninterrupted availability of its website and technical systems. In particular, the internet's technical characteristics mean that the constant availability of online booking possibilities cannot be guaranteed. There shall be no entitlement to any savings or discounted prices in the event that, due to technical problems, the system is available again at a later point in time (e.g. advanced selling period).
- **5.3.3** It should be noted that the statutory provisions regarding cancellation rights in the case of distance contracts shall not apply as far as contracts of carriage concluded online, by way of distance selling are concerned, and in the case of which the operator undertakes, upon the contract's conclusion, to perform the service at a specific time or within a stipulated time period. This in contrast to the online mail order business. However, our terms and conditions regarding cancellations shall remain unaffected by the above.

## **5.4** Staff-operated sales booths

Sales agencies, ticket outlets and the customer service department of FlixCompanies are all able to make your booking or cancel an agency fee.

### **5.5** Carriage charges:

- **5.5.1** There shall be no entitlement to book all price brackets or price quotas in connection with any particular form of booking. Savings and promotion prices in particular are only partially bookable online.
- **5.5.2** The fare only covers the transport of persons, other services and services such as the reservation of seats and the carriage of bicycles, additional or special baggage will be subject to a separate charge.
- **5.5.3** Specific booking prerequisites apply to reduced fares. The publication of fare conditions regarding the individual routes shall be decisive in this regard.



**5.5.4** For travels within Denmark students, children, and senior citizens can obtain cheaper prices than the regular prices. Please be aware that if you choose to book and travel on such a discounted price, the bus driver will require valid ID to be shown upon boarding. Please be aware that tickets ordered in the children, student and senior categories are <u>valid only with the required ID</u>. If the required ID cannot be shown to the driver, your discount ticket is not valid, and a new regular ticket is required in order to board the bus.

Danish soldiers under compulsory military service can travel for free by presenting the appropriate documentation and ID of such service. A seat booking is necessary, and the reservation must be done at <a href="mailto:service@flixus.com">service@flixus.com</a>.

**5.5.5** For travels within Poland there are honored statutory discounts granted to entitled persons under the Polish Act on entitlements to discounted carriage on public transport or other provisions. The charge in this case is calculated on the basis of the statutory discount and the price specified in the charges list currently valid for the given route. The passenger is obliged to show a valid document confirming the entitlements to discount before boarding the bus. Information about honored statutory concessions and valid documents to confirm the eligibility can be found here:

https://www.flixbus.com/company/prices/discounts

## 6 Payment and Vouchers

- **6.1** Various payment methods may be used to pay for tickets, depending on the form of booking:
  - Online: PayPal, direct debit, credit card (Mastercard/Visa/Amex), Sofortüberweisung (instant transfer), iDeal, Postfinance, Carte Bleue, Dotpay. During all bookings, we reserve the right to exclude certain payment types and refer customers to other payment types.
  - On board the vehicles: Cash; In Sweden only card payments are accepted on board of the
    vehicles (MasterCard, Visa, American Express, Maestro, Visa Electron, V Pay, JCB, Diners Club,
    China Union Pay). In addition, in Sweden the ticket can be purchased from the bus driver using
    mobile, NFC-based payment systems. (for example Swish, Mobile Pay, Apple Pay, Android Pay).
  - Ticket outlets/travel agencies: All of our agencies offer a variety of payment methods, in any case a cash payment will always be possible.
  - By phone: credit card (Mastercard/Visa/Amex), as well as direct debit for customers domiciled in Germany.

## 6.2 Credit card purchases

- **6.2.1** In the event of credit card purchases, customer accounts are charged when the booking is completed. By making a credit card payment, customers instruct their credit institutions at the time of booking to inform FlixMobility or one of its authorized third parties of the customers' names and full addresses in the event of a chargeback, in order to permit FlixMobility to assert its claims against the same.
- **6.2.2** Passengers shall be obliged to pay the banking charges incurred in the event of a chargeback associated with a credit card payment. Cancellation charges or booking amendment surcharges may also be incurred. Passengers shall be given the opportunity to prove that the chargeback incurred less or no costs. In the event of chargebacks, customers may be barred from making credit card payments on a temporary or permanent basis.



- **6.2.3** In the wake of a fruitless dunning run by FlixMobility, claims will be passed to an external service provider for further processing. FlixMobility may pass all requisite personal data of the debtors to this external service provider for this purpose.
- **6.3** Offsetting; right of retention
- **6.3.1** Customers shall only be entitled to offset in the event that their counter-claims have been legally established or are uncontested or acknowledged by us. Moreover, they shall only have a right of retention if and to the extent that their counter-claim is based on the same contractual relationship.
- **6.3.2** In the event that customers are in default of any payment obligations, all existing claims from the same contractual relationship shall fall due with immediate effect.
- **6.3.3** Clauses 6.3.1 and 6.3.2 do not apply to connections operated by FlixBus Polska sp. z o.o. and other Polish carriers.
- 6.4 Payment fees
- **6.4.1** The total ticket price stated in the online shop includes any payment fees that are charged by third-party providers for the payment method chosen by you and which have to be paid by you, as well as statutory value added tax.
- **6.4.2** For customers who select a payment method subject to fees, a fee of 2.1% (plus VAT) of the total shopping cart value will apply. In each country there is at least one free and common payment method available.
- 6.5 Price campaigns
- **6.5.1** The price campaigns carried out by FlixMobility GmbH within the scope of marketing activities and buying of reduced tickets are limited to 3 tickets per person. If a person buys more than 3 tickes from the same price campaign, FlixMobility GmbH may cancel all bookings exceeding the first 3 tickets. This regulation may be waived within the scope of special promotions.
- **6.5.2** The commercial use and, in particular, the resale of tickets, is not permitted, and will be sanctioned by FlixMobility GmbH by means of the blocking of tickets and/or the assertion of damage claims.
- **6.5.3** In case of fraud, attempted deception or suspicion of other illegal activities related to the purchase, redemption or transfer of tickets, FlixMobility GmbH reserves the right to close the corresponding customer account and/or demand an alternative payment method and/or suspend the tickets. FlixMobility GmbH will not honor any claims to approve or redeem the affected ticket.
- **6.5.4** In case of fraud, attempted deception or suspicion of other illegal activities related to the purchase, redemption or transfer of tickets, FlixMobility GmbH reserves the right to cancel any tickets purchased in full or in part via the redemption of the ticket.
- **6.5.5** Tickets purchased on offer, which are subject to change after the end of the offer, must be purchased at the full price applicable to the day of the ride/ticket.



## 6.6 Redemption of vouchers:

**6.6.1** A maximum of 1 voucher may be redeemed per booking. Vouchers may only be redeemed online or via our partner agencies.

Vouchers with a monetary value, so called value vouchers, can be redeemed for the entire shopping cart.

Discount vouchers with a percentage value or vouchers for a free ride can be redeemed for the ticket fare only. Ancillary services (e.g. service fees, extra charges for bicycles or baggage) cannot be discounted with the voucher types listed above.

- **6.6.2** The voucher campaigns carried out by FlixMobility within the scope of marketing activities and the use of vouchers are limited to 3 vouchers per person. If a person redeems more than 3 vouchers from the same voucher campaign, FlixMobility may cancel all bookings exceeding the first 3 tickets. This regulation may be waived within the scope of special promotions.
- **6.6.3** Vouchers issued free of charge within the context of marketing activities or as a gesture of goodwill shall expire after the first booking process has been completed.
- **6.6.4** The commercial use and, in particular, the resale of vouchers, is not permitted, and will be sanctioned by FlixMobility by means of the blocking of tickets and/or the assertion of damage claims.
- **6.6.5** The cash payment of any balance on a coupon shall be excluded.
- **6.6.6** In case of fraud, attempted deception or suspicion of other illegal activities related to the purchase, redemption or transfer of a gift voucher, FlixMobility reserves the right to close the corresponding customer account and/or demand an alternative payment method and/or suspend the voucher. FlixMobility will not honor any claims to approve or redeem the affected voucher.
- **6.6.7** In case of fraud, attempted deception or suspicion of other illegal activities related to the purchase, redemption or transfer of a gift voucher, FlixMobility reserves the right to cancel any tickets purchased in full or in part via the redemption of such a voucher.
- **6.7** Redemption of voucher codes of Interflix
- **6.7.1** A maximum of one voucher code can be redeemed per booking. The voucher codes are automatically activated within 48h and can only be redeemed online or with our partner agencies.
- **6.7.2** The voucher codes are redeemable for 3 months.
- **6.7.3** It is only possible to book a direct connection, except an outward run and return trip. The starting point does not have to be the endpoint.
- **6.7.4** The vouchers are personalized and not negotiable.
- **6.7.5** Bookings can only be changed via our customer service. Cancellation is excluded.



- **6.7.6** The commercial use and, in particular, the resale of vouchers, is not permitted, and will be sanctioned by FlixMobility by means of the blocking of tickets and/or the assertion of damage claims.
- **6.7.7** The cash payment of any balance on a coupon shall be excluded.
- **6.7.8** Every voucher ride is separated and detached from other rides.
- **6.7.9** The passenger is entitled to withdraw from the purchase contract within 14 days. Notice of withdrawal must be given in writing.

#### 7 Invalid Tickets

The passenger is required to show both the ticket and a valid photo identification when asked to do so by employees of FlixCompanies during random ticket checks for the purpose of checking the validity of the ticket.

## **8 Increased Carriage Charges**

- **8.1** Passengers shall be obliged to pay an increased carriage charge in the event that they are found to be traveling on board a vehicle and have failed to book a seat on the journey in question, either in advance or upon boarding the vehicle.
- **8.2** Passengers who, upon inspection, are found to have failed to make a valid booking, shall be obliged to provide their correct personal details and to identify themselves upon request.
- **8.3** The increased carriage charges shall amount to twice the usual fare for the distance traveled by passengers, but at least €60, plus the fare for the remaining distance to the destination traveled by passengers. If passengers are unable to verify the distance traveled, the starting point of the route is used for the calculation of the increased carriage charges.
- **8.4** The increased carriage charges must be paid immediately, or, in other cases, 2 weeks at the latest after receipt of the payment request in text form. Upon expiry of this deadline a processing fee of €5 will be charged for each written request for payment, provided that the passenger cannot prove that no or lower processing costs were incurred.
- **8.5** FlixCompanies reserve the right to take further measures pertaining to further civil and/or criminal proceedings.

#### 9 Cancellation

- **9.1** You can make a cancellation either by booking a different ticket (canceling and new booking) or not using the ticket and getting a subsequent reimbursement for it in accordance with 9.6. Drivers cannot change or cancel bookings for you.
- **9.2** Cancellation followed by a new booking (e.g. route, departure time, date of travel) may only be carried out on FlixBus websites or by partner agencies and ticket outlets of FlixCompanies up to 15 minutes before the scheduled departure time. A return trip is considered one booking.



- **9.3** In the event of a cancellation followed by a new booking, a cancellation voucher will be issued. This cancellation voucher is valid for 12 months and entitles the passenger to make a new booking within this period in the value of the voucher. If the price of the new booking is more than the price of the canceled trip (the value of the voucher), you will have to pay the difference. If the price is lower, the difference will remain on the cancellation voucher and it can be used for a different booking. These provisions may change regarding promotional offers that are valid for a limited time only. More detailed information can be found in the separate terms and conditions for the promotion that can be viewed on the web portal.
- **9.4** A <u>cancellation fee</u> will be applied for every cancellation due to rebooking per cancelled trip and per passenger. The cancellation voucher will be issued in the amount of the ticket price, minus the cost for the cancellation process. In case of changing the passenger's name you will have to pay the difference if the trip has become more expensive in the meantime. Changing the phone number is free of charge. A cancellation fee is not applicable to connections operated by FlixBus Polska sp. z o.o. and other Polish carriers.
- **9.5** If a refund voucher is used for a booking, the same cancellation terms and conditions also apply to the new trip.
- 9.6 If a ticket for a trip is not used and in case that the carrier is according to 2.2 one of the FlixCompanies then the fare is reimbursed upon request along with the ticket, less a €15 processing fee per passenger and ride, insofar as the passenger cannot establish that no damages or damages for a lesser amount were incurred. The processing fee of reimbursement is not applicable for bookings of connections operated by FlixBus Polska sp. z o.o. and other Polish carriers. The burden of proof for not using the ticket is on the passenger. A ticket is generated per passenger and ride. Connections with transfers (interconnections) are treated as one ride. The written request can be informal. It is to be sent to service@flixbus.co.uk The processing fee will be reduced to an amount of €2 per passenger and ride, plus any bank transfer fees, if the carrier is according to 2.2 the FlixBus DACH GmbH or the FlixMobility GmbH and if the request is made promptly at the latest within a week after the ticket expires. All of the above-named processing and potential bank transfer fees will not be charged if the reimbursement being requested is due to circumstances that FlixMobility or FlixCompanies are responsible for. The reimburement for the fare, less the processing and potential bank transfer fees, will be paid exclusively to the bank account the customer specified when making the booking, or, if paid by credit card, reimbursed to that credit card account.
- **9.7** None of the aforementioned processing charges, cancellation fees or any transfer fees apply if the reimbursement is requested for reasons within the responsibility of FlixMobility or FlixCompanies. The credit of the fare, minus any processing charge or any transfer fee will only be paid exclusively to the account specified by the customer when placing the order, or to their credit card account if they paid by credit card.

## 10 Schedules

**10.1** Amendments to the approved and published travel times, dates, routes and fares on the grounds of good cause, in particular for the implementation of decisions of the licensing authority, are reserved.



- **10.2** If the routes published in the schedule are marked with the reference "subject to official approval", the licensing procedure required for the inclusion of the respective transport links in the published schedule has not yet been concluded for the routes in question (connection, stop, day of travel, fare, etc.).
- **10.3** Schedule amendments which take effect after the contract's conclusion and for which the carrier is not responsible (e.g. long-term effects of natural catastrophes or permanent building sites) shall not entitle passengers to assert compensation claims as long as these amendments deviate only insignificantly from the originally agreed departure and arrival times, i.e. up to a maximum of 2 hours. Substantial schedule amendments shall entitle passengers to withdraw from the contract of carriage free of charge. To do this, passengers are requested to either contact customer service hotline:
  - Calls from Germany and Switzerland (German landline): +49 30 300 137 300
  - Calls from Austria (Austrian landline): +43 820 910 340
  - Calls from Italy (Italian landline): +39 (02) 947 59 208
  - Calls from France (French landline): +33 (0)1 76 36 04 12
  - Calls from Great Britain (British landline): +44 1 78 82 98 784
  - Calls from Croatia (Croatian landline): +385 1 800 03 80
  - Calls from Denmark (Danish landline): +45 32 72 93 86
  - Calls from Sweden (Swedish landline): +46 850513750
  - Calls from Poland (Polish landline): +48 22 307 93 34\*
  - Calls from Hungary (Hungarian landline): +36 1 701 04 78
  - Calls from Romania (Romanian landline): +40.376.300.111
  - Calls from Ukraine (Ukrainian landline): +38 044 228 1473\*

or via e-mail at <a href="mailto:service@flixbus.com">service@flixbus.com</a>. Passengers may not have commenced travel in these cases. Other passenger rights shall remain unaffected.

#### 11 Travel Commencement

- **11.1** Passengers are recommended to reach the departure point 15 minutes prior to travel commencement.
- **11.2** Claims for carriage and the booked journey may be otherwise assigned in the event that passengers are not present at the scheduled departure time and place for the route booked.
- **11.3** If passengers are notified via SMS, e-mail or other written format of an unreasonable delay in travel, then a claim for carriage in the event of passengers' absence shall only lapse with effect from the delayed travel time specified in the SMS or e-mail.
- **11.4** The passenger's name is matched with the booking list that is displayed on the cell phone of the driver or bus station staff based on the current booking situation in order to determine whether there is a claim to carriage. This process is preferably accomplished by scanning the ticket. In special cases, the passenger must identify him-/herself to the driver and service staff on request by submitting the printed or electronic (as PDF file) presentable booking confirmation, as well as a valid government-issued photo ID (identity card, passport or similar).



#### 12 Transfers

- **12.1** As a general rule, the published scheduled services are direct connections. In some cases it may be necessary to transfer.
- **12.2** If a transfer is scheduled, FlixCompanies guarantee passengers' continued carriage to their booked destination. FlixCompanies offer substitute transportation in the event that a shuttle bus is unable to wait for a delayed connecting bus in exceptional cases. In some cases, this may take the form of motor buses operated by other companies, cars or railroad. Claims to a particular form of transport shall not be recognized. In the event the destination is far away or no reasonable alternative connections are available, making it necessary to resume the journey the following day, passengers are offered free accommodation in a mid-range hotel.
- **12.3** The regulation described above shall apply only in cases in which passenger bookings with FlixMobility feature direct connections. In the event that passengers book individual routes and combine these to form a journey involving transfers, they shall bear the risk of missing a connection. Claims for substitute transportation or hotel accommodation shall not exist in these cases. However, FlixMobility or FlixCompanies shall make every reasonable effort to inform passengers of alternative connections.
- **12.4** Transferring to transport services not operated by FlixCompanies cannot be guaranteed.

### 13 General Passenger Obligations

- 13.1 Instructions issued by driving and accompanying personnel must be obeyed.
- **13.2** Driving and dispatch personnel shall be authorized to exclude persons from travel if they are obviously intoxicated or under the influence of drugs. The same shall apply to passengers who compromise the safety of their fellow passengers for other reasons or significantly impair the well-being of the latter. Claims to substitute transportation shall not exist in these cases.
- **13.3** Smoking on board the bus is not permitted. This prohibition also extends to e-cigarettes.
- 13.4 Passengers shall be liable for damages caused on, in or to the bus in a culpable manner.
- **13.5** Passengers who cause soiling in the bus, either intentionally or as the result of gross negligence shall be obliged to pay FlixCompanies a cleaning fee of at least €100, whereby passengers shall be entitled to provide evidence that no damage was caused or that the said damage was considerably less than the aforementioned flat rate. To connections operated by FlixBus Polska sp. z o.o. and other Polish carriers, clause 13.5 applies with the provision that passengers are only obliged to pay compensation for the aforementioned soiling in the amount of the actual costs of the damage caused.
- **13.6** Carriers may cancel the contract of carriage without notice in the event that a passenger behaves in a manner so disruptive, this despite (verbal) warning, that it is no longer reasonable for the carrier and/or the remaining passengers to continue the journey. This shall also apply in the event that the passenger fails to observe objectively justified guidelines (e.g. safety guidelines). In this case, the carrier is entitled to retain the fare.



- **13.7** All passengers shall be obliged to use the seatbelts within the framework of statutory regulations, insofar as the bus is equipped with the same.
- **13.8** During breaks/stops or police checks, bus passengers are to leave the bus if requested to do so by driving and service personnel. Passengers are required to follow the break duration given by driving and service personnel during said breaks. Driving personnel are authorized to continue driving, should a passenger not return to the bus after the indicated break time is over, and are not responsible for the absence of a passenger after the indicated break time is over.

## 14 Specific Passenger Obligations Concerning International Connections

- **14.1** Each passenger desiring transportation across any international boundary shall be solely responsible for complying with all laws and regulations relating to documents and identity papers, visas, foreign currencies, customs and health. FlixBus is not liable for any consequences due to failure to comply with such laws, regulations, even if these are changed after booking.
- **14.2** Each passenger desiring transportation across any international boundary shall be responsible for obtaining all necessary travel documents and for complying with the laws of each country from, through or to which he desires transportation (General rule: ID card for citizens of European Union, Switzerland, Norway, and Iceland; Passport for citizens of all nationalities). It is recommended to check the entry and travel requirements of the destination country / countries by contacting the proper embassies or consulates and to browse the Europa.eu website: <a href="http://europa.eu/youreurope/citizens/travel/entry-exit/index en.htm">http://europa.eu/youreurope/citizens/travel/entry-exit/index en.htm</a>

FlixBus is not liable for any consequences due to a failure to obtain the necessary documents and identity papers.

- **14.3** Prior each departure, the passenger travelling from or to an international destination has the obligation to produce on request of the driving and service personnel an acceptable form of government issued identification which incorporates at the minimum the passengers full name and photograph. Driving and service personnel shall check that the information on the ticket is identical to the form of identification provided by the passenger.
- 14.4 FlixBus reserves the right to refuse boarding:
  - when a passenger does not have in its possession any document or identity paper with his/ her full name and photograph on it;
  - when a passenger provides a document or identity paper whose information does not match with the information on the ticket.
- **14.5** In accordance to Article 14.4, FlixBus is under no obligation to reimburse the ticket in full or in part, or to make any form of compensation.
- **14.6** Luggage / suitcases shall remain unlocked to accelerate customs clearance processes.
- **14.7** Passengers shall be obliged to only carry goods with them which are exempt from customs duties in nature and quantity.



### 15 Children and Minors

- **15.1** Small children aged between 0 and 3 years may only be conveyed in appropriate child safety seats. During the journey, these must be secured with the seatbelts located on the buses. The child safety seats must be secured with 2-point belts and provided by the adults accompanying the small children in question.
- **15.2** Children and minors who have not yet reached the age of 10 will only be permitted to travel on all national and international scheduled services if they are accompanied by an adult.
- **15.3** Children and minors aged between 10 and 14 may only travel alone on buses in the event that a parent or legal guardian has confirmed in writing that the minor in question is both able and in a position to commence travel unaccompanied and unsupervised. FlixMobility, FlixCompanies and our partners do expressly not assume any duty of supervision of the minor. Children traveling alone may not travel on night lines and across national borders. In addition, all children traveling alone are not authorized to participate in trips involving connecting trips.
- **15.4** Young people aged 15 and above may travel independently. For international connections, parents or guardians must ensure that adolescents carry all documents and identity cards necessary for crossing the border (see also item 14.2).
- **15.5** Children shall travel at a reduced fare. This regulation shall apply to children and minors who have not yet reached the age of 15. In the event that an available promotional fare is less than the reduced fare, children shall automatically pay the lower price
- **15.6** Clauses 15.2, 15.3 and 15.4 do not apply to connections within France, or to international connections from France. Minors under the age of 16 must be accompanied by a parent or guardian on any trip. If children, or young adults aged 16 and 17 travel internationally from France, their parents or guardians must ensure that they have all the documents and identity papers required for crossing a border with them (identity card/passport and visa, if required).
- **15.7** Clauses 15.2, 15.3 and 15.5 do not apply to connections within Denmark. Minors under the age of 16 may travel alone within Denmark, even on trips involving connections, if the parent or legal guardian has confirmed in writing that the minor in question is both able and in a position to commence travel unaccompanied and unsupervised. FlixBus does expressly not assume any duty of supervision of the minor. Within Denmark, Children shall travel at a reduced fare compared to an adult ticket at any time. Up to two children under the age of 12 can travel for free when accompanied by someone over the age of 15. One child under the age of 12 can travel for free when accompanied by a minor aged between 12 and 15.

### 16 Passengers with Disabilities or Limited Mobility

**16.1** Everyone will be given an opportunity to travel, regardless of whether they have a disability or limited mobility. People with a disability or people with limited mobility will be provided assistance by FlixBus, in accordance with Annex I a and b of the EU regulation 181/2011, within the carrier's area of responsibility.



- **16.1.1** Within the Czech Republic, people with a disability or limited mobility shall travel at a reduced fare, when proving the possession of valid ZTP or ZTP/P card issued in the Czech Republic.
- 16.2 Escorts as well as mobility assistance and guide dogs
- **16.2.1** The person accompanying you is entitled to travel for free if you can prove that you need to be accompanied at all times by presenting the appropriate document stating as such upon departure, for example
  - in Germany, the "Schwerbehindertenausweis" or a medical certificate
  - in France, the "Carte D'Invalidité» (Besoin d'Accompagnement)"
  - in Italy, certificate issued by the local health authority (ASL) or "National Social Welfare Institution" (INPS)
  - in the Czech Republic, valid "ZTP/P" card issued in the Czech Republic.
- **16.2.2** In order to ensure it is possible to transport persons with disabilities or limited mobility as well as their escort, the passenger must inform us about their needs before booking. (cf. clause 16.5.3).
- **16.2.3** Mobility assistance and guide dogs, that must be brought along by people, are transported at no additional charge provided that proof or corresponding certification of the disability has been provided (cf clause 16.2.1). These animals are not required to wear a muzzle.
- **16.2.4** In order to ensure it is possible to transport an escort or guide dog, the passenger must inform our customer service via telephone about their needs before booking no less than 36 hours before departure.
- **16.3** Stops/bus stations FlixCompanies has no influence over the infrastructural condition of the stops and bus stations visited, and therefore the handicapped access for disabled persons. Therefore, FlixBus cannot make any guarantee for this. The respective operator of the station is responsible for this.

### **16.4** Refusal of carriage

- **16.4.1** Should the vehicle's design or infrastructure, including bus stations and bus stops, physically prevent the boarding, exit or carriage of the disabled person or person with limited mobility in a safe and operationally feasible manner, FlixCompanies reserve the right to refuse to accept a reservation, to issue or to make available a ticket or to allow the person in question to board the vehicle. In this case, person(s) involved shall be informed about all other acceptable alternative means of carriage using services offered by FlixCompanies.
- **16.4.2** The vehicle design means that carriage is currently only possible in the event that disabled persons or those with limited mobility are able to commence travel independently and without external aid. Passengers may request accompaniment by a person of their choice who is able to provide the assistance required by disabled persons or those with limited mobility in order to compensate for the above restrictions. Companions of this nature are conveyed free of charge and allocated seats next to the disabled persons or those with limited mobility as far as possible.
- **16.4.3** Any guests affected will be notified promptly in writing and upon request, within five work days after receipt of the request, about the corresponding reason for refusal of transportation.



- **16.4.4** In the event that the carriage of a passenger with a disability or limited mobility is checked and a ticket is issued, and if this passenger is subsequently refused carriage, both the passenger and the accompanying person may proceed as follows: (a) by either requesting the reimbursement of the fare and the free return trip to the initial point of departure as specified on the contract of carriage at the earliest opportunity, as applicable, or (b) by continuing the journey on an alternative route with an acceptable substitute transport service to the destination specified in the contract of carriage.
- 16.5 Carriage of wheelchairs or walking aids
- **16.5.1** Passengers with disabilities or limited mobility shall be entitled to transport their folding wheelchairs or walking aids in the bus's baggage compartment free of charge.
- **16.5.2** Furthermore, all wheelchairs needed in the passenger cabin, regardless of the manufacture date of the attachment points for the securing devices, must have the so-called load nodes according to DIN 75078-2 as well as manufacturer authorization according to DIN EN 12183 or 12184. Fulfillment of the previously given standards for transportation is to be confirmed before booking via the form sent (cf clause 16.5.4).
- **16.5.3** In order to verify the possibility of transportation, the passenger is requested to provide the exact model of the wheelchair or other assistance devices to customer service before booking, via telephone from 14 days and no later than 7 days (for transport in the passenger cabin) or 36 hours (for transport in the luggage compartment) before departure.
- **16.5.4** The passenger guarantees that the wheelchair is functional and technically capable of being used safely during travel. The wheelchair must comply with current legal safety requirements. The use of a wheelchair during travel may be refused if considerable evidence indicates that safe travel is not possible or is questionable. The carrier is not liable for damage caused by a defective technical condition of the wheelchair.

## 17 Seat Reservation

#### **17.1** Booking a seat reservation

- **17.1.1** On some FlixBus journeys, a specific seat (aisle vs. window, row, table) can be reserved at the time of booking with our FlixBus websites, affiliate agencies and ticket offices of the FlixCompanies. Provided that the service is available for the selected journey, a seat can be added to the booking. A fee is charged for this service. The <u>fee for a seat</u> is calculated on the basis of the tariffs applicable on the day the ticket is purchased for the relevant journey. The amount depends on the selected seat category and relation. The seats differ only in their position (e.g. better view, seat at a table).
- **17.1.2** The booking of a seat reservation will be acknowledged with reference to the booking confirmation. Bookings for seat reservations for more than one person are not assigned individually, that is, there is no assignment between the seat reservations and the person booking it.
- **17.1.3** There is no requirement to make a (paid) seat reservation. If no seat reservation is made, the passenger is free to choose a seat in a defined area when commencing their bus journey. In such a case, we cannot ensure that families and groups can sit together. However, we always ensure that every customer has a seat on the bus.



#### 17.2 Restrictions on seat reservations

- **17.2.1** If you do not arrive at the bus on time, you will lose your claim to the seat and carriage. In such cases FlixBus is entitled to assign the ticket to another person in accordance with Article 11.2. It is therefore recommended that you arrive at the bus stop no later than 15 minutes before departure.
- **17.2.2** Generally, only those persons with a seat reservation are entitled to occupy a reserved seat. FlixBus may reassign seats for operational or safety reasons, even after departure. This may occur, for example, when pregnant women, minors, children traveling alone or persons with physical disabilities need to move to another seat and no corresponding seats are free. In such cases the bus driver's instructions must be followed. Seats may be reassigned without regard to race, religion, skin color, nationality or gender.
- **17.2.3** If a seat reservation is changed and it is not possible to allocate a seat in the reserved or superior category, the passenger may reclaim the seat reservation fee.
- **17.2.4** In case of cancellations and delays pursuant to Article 20, the seat reservation fee will be reimbursed.
- **17.2.5** A refund will not be given if the passenger did not travel or the seat was allocated or purchased free of charge.

#### 17.3 Cancellations and Transfers

The seat reservation fee is refundable when a journey is canceled or rebooked, unless the seat was allocated free of charge. The provisions of Article 9 apply. If a journey is canceled, seat reservations may be transferred to other persons in the same reservation.

## 18 Carriage of Goods

#### **18.1** Baggage:

- **18.1.1** The luggage transported as part of the fare is limited to one free item per passenger, with a maximum size of 80 x 50 x 30 cm per item. Slight deviations to these dimensions are permitted as long as the total dimensions of the item do not exceed a total height, width and length of more than 160 cm. Each passenger may transport a maximum of 20 kg of luggage for free. Luggage includes suitcases and bags. An exception to this is the transport of trekking backpacks. In individual cases, within the available capacities, another item of luggage (additional luggage) with a maximum size of 80 x 50 x 30 cm and maximum weight of 20 kg can be transported for a fee. Slight deviations to these dimensions are also permitted for the additional baggage as long as the total dimensions of the item do not exceed 160 cm. A luggage fee of €2 will be charged. Generally, we cannot guarantee the option of traveling with more than one piece of luggage.
- **18.1.2** Additional baggge must be registered in advance, either (if it is possible for the trip) via the booking system or by telephone, at the earliest 48 hours before the start of the trip, via the following hotlines:
  - Calls from Germany and Switzerland (German landline): +49 30 300 137 300
  - Calls from Austria (Austrian landline): +43 820 910 340



- Calls from Italy (Italian landline): +39 (02) 947 59 208
- Calls from France (French landline): +33 (0)1 76 36 04 12
- Calls from Great Britain (British landline): +44 1 78 82 98 784
- Calls from Croatia (Croatian landline): +385 1 800 03 80
- Calls from Denmark (Danish landline): +45 32 72 93 86
- Calls from Sweden (Swedish landline): +46 850513750
- Calls from Poland (Polish landline): +48 22 307 93 34
- Calls from Hungary (Hungarian landline): +36 1 701 04 78
- Calls from Romania (Romanian landline): +40.376.300.111
- Calls from Ukraine (Ukrainian landline): +38 044 228 1473\*
- **18.1.3** Passengers are obliged to label their baggage with their name and address for the purposes of correct assignment and return, and in particular in order to avoid mix-ups.
- **18.1.4** Passengers are responsible for loading their luggage changing vehicles. Possible assistance from the coach driver will only be provided in exceptional cases and does not justify any claims to the same, unless the passenger in question is handicapped or is an individual with reduced mobility.
- 18.2 Hand baggage:
- **18.2.1** Hand baggage shall be free of charge, but shall be limited to 1 baggage item per passenger with a maximum size of  $42 \times 30 \times 18$  cm and a maximum weight of 7 kg.
- **18.2.2** Passengers shall be required to stow and monitor the hand baggage in the passenger area in a manner which ensures that the safety and proper operation of the bus is not compromised and other passengers are not inconvenienced. Hand baggage should, in principle, be stowed on the baggage racks provided or placed under the seats in front of passengers.
- **18.2.3** The hand baggage and its contents shall remain in the care of passengers for the duration of the journey and must be monitored appropriately. In the event that any unauthorized access by third parties is observed, the bus driver should be informed. Passengers are requested to check their hand baggage for completeness prior to the end of the journey.
- **18.3** Special baggage:
- **18.3.1** So-called special baggage requires prior registration by passengers and confirmation. No general claim to the carriage of special baggage shall exist.
- **18.3.2** Items that exceed the standard luggage dimensions are considered special luggage. However, the dimensions of special luggage items may not exceed 240 cm (height in cm + width in cm + depth in cm). A single item of special luggage may not exceed a maximum weight of 30 kg.
- **18.3.3** The carriage of special baggage shall be limited to 1 item per passenger.
- **18.3.4** Fixtures, furnishings or furniture parts, electronic devices, surfboards and cardboard cartons shall generally be excluded from carriage. Orthopedic aids and bicycles shall not count as special baggage. These are subject to separate conditions.



**18.3.5** Special baggage must be registered in advance, either (if it is possible for the trip) via the booking system or by telephone, at the earliest 48 hours before the start of the trip, via the following hotlines:

- Calls from Germany and Switzerland (German landline): +49 30 300 137 300
- Calls from Austria (Austrian landline): +43 820 910 340
- Calls from Italy (Italian landline): +39 (02) 947 59 208
- Calls from France (French landline): +33 (0)1 76 36 04 12
- Calls from Great Britain (British landline): +44 1 78 82 98 784
- Calls from Croatia (Croatian landline): +385 1 800 03 80
- Calls from Denmark (Danish landline): +45 32 72 93 86
- Calls from Sweden (Swedish landline): +46 850513750
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- Calls from Hungary (Hungarian landline): +36 1 701 04 78
- Calls from Romania (Romanian landline): +40.376.300.111
- Calls from Ukraine (Ukrainian landline): +38 044 228 1473\*

If the special baggage can be transported, an additional baggage fee of €9 per item will be charged. Transport of special baggage, in contrast to normal baggage, is always subject to a charge.

#### **18.4** Musical instruments:

- **18.4.1** Musical instruments are classified as special baggage. In the event that the instrument in question (including case) is smaller than the stipulated size of hand baggage, it may be conveyed free of charge in place of hand baggage. In the event that the instrument in question (including case) is larger than the stipulated size of hand baggage, it must be conveyed in the rear baggage compartment. In this case, an additional fee will be charged (cf. figure 17.3.5). Musical instruments and their cases whose measurements exceed 135 x 48 x 35 cm will not be conveyed.
- **18.4.2** The carriage of musical instruments in hard shell cases is generally recommended.

## 18.5 Valuable items:

- **18.5.1** Valuable items, such as cash, jewelry, precious metals, keys, glasses (sunglasses and/or reading glasses), electronic devices (laptops, iPads, tablets, MP3 players, cellphones, cameras), contact lenses, prostheses, medication, important documents (diploma certificates, other certificates, credentials, passports, driving licenses, securities), etc. and fragile objects must be conveyed in hand baggage, not normal baggage, and are subject to the due diligence of passengers.
- **18.5.2** Should passengers nonetheless choose to place valuable items in their normal baggage, no liability claims shall be accepted. Cases of intent or gross negligence shall be exempted from the above.

### **18.6** Buggies:

- **18.6.1** Buggies shall be conveyed as special baggage (max. 1 buggy per passenger). Buggies must be collapsible. Non-collapsible buggies shall not be conveyed. Registration must be made by telephone via the customer service hotline 48 hours prior to travel commencement at the earliest.
- **18.6.2** Buggies shall be conveyed free of charge.



## 18.7 Bicycles:

- **18.7.1** Bicycles may be transported on certain lines. The bicycles must be of standard size, have no mounted structures and may not exceed a weight of 25 kg e-bikes, pedelecs, tandems and tricycles may not be transported.
- **18.7.2** We recommend that all passengers wishing to take a bicycle book the journey and bicycle spaces well in advance.
- **18.7.3** The carriage of bicycles shall only be made in the context of the available capacity of maximum 5 bicycles per bus. There shall be no general claim to the carriage of bicycles.
- **18.7.4** Transporting bicycles costs €9, independent of the length and ticket price of the route booked. Carriage is on bicycle carriers. In special cases, carriage is only possible in suitable bags in the luggage compartment (e.g., folding bike). In that case, customer service must be notified (see also item 18.3.5).
- **18.8** There is no insurance coverage for items forgotten or left behind in the bus. In the event that passengers have left items in the bus, they should fill in the <u>lost and found form</u> on the web portals of FlixMobility.
- 18.9 Dangerous substances and objects are not permitted during travel, especially
  - explosive, easily combustible, radioactive, smelly or corrosive substances.
  - unpacked or unprotected items that could injure other passengers.

This includes items like weapons, ammunition and fireworks.

## 19 Carriage of Animals

- **19.1** The carriage and transport of dogs and other animals in the long-distance buses is principally excluded.
- **19.2** The rules specified in 16.2.3 as well as 16.2.4 apply for mobility assistance and guide dogs.

## 20 Passenger Rights in the Event of Delays or Cancellation

- **20.1** In case of cancellations or delays, FlixCompanies or the bus station operator will notify the passengers departing from a staffed terminal of the situation as quickly as possible, and at the latest 30 minutes after the scheduled departure time, and inform them of the anticipated departure time as soon as this information becomes available. FlixCompanies shall offer all passengers, particularly those departing from non-staffed bus stations, electronic information regarding cancellations or delays. In order to receive this information, passengers must provide the required contact data (e.g. cellphone number).
- **20.2** Should it be reasonable to assume that the departure of the booked journey must be cancelled, will be delayed by more than 120 minutes or in the event of overbooking, passengers may act as follows: (a) by continuing their journeys at the earliest possible opportunity on a different route leading to the destination stipulated in the contract of carriage at comparable conditions to those named in the same



or (b) by requesting reimbursement of the fare and the free return trip with the bus to the place of departure stipulated in the contract of carriage as applicable. Claims to reimbursement of the full, paid fare shall exist both for the parts of the journey completed as well as for those not completed in the event that the journey has become futile in accordance with the passengers' original travel plans. Reimbursement shall be made in monetary terms within 14 days after receipt of the compensation claim or passengers have been given the choice of (a) or (b), above, unless passengers agree to another form of refund.

- 20.3 FlixMobility shall offer passengers free accommodation in a hotel or other form of lodging, as well as support in the organization of carriage between the bus station and place of accommodation, this in the event that a stay of 1 night or more is required as a result of the journey's cancellation or delay from a bus station exceeding 90 minutes in the case of journeys with a scheduled length of more than 3 hours. In this case, FlixMobility shall offer passengers snacks, meals or refreshments proportionate to the waiting period or delay, provided that these are available on the bus or at the bus station, or can be procured in a reasonable manner. FlixMobility shall limit the overall cost of the accommodation, excluding the carriage costs between bus station and lodgings, to €80 per night per passenger and to a maximum of 2 nights. The above-mentioned claim to free accommodation in a hotel or other form of lodging shall not apply in the event that FlixMobility is able to prove that the cancellation or delay was caused by adverse weather conditions or severe natural catastrophes which compromise the safe operation of the scheduled bus service.
- **20.4** In the event that the vehicle becomes unserviceable during the journey, FlixMobility shall offer passengers continued carriage with a substitute vehicle or carriage to a suitable waiting point from whence the journey can be continued.
- **20.5** Further claims arising from harm caused by the cancellation or delay shall not be excluded.

# 21 Liability

- **21.1** In the event of slight negligence, liability shall only be assumed except in the case of injury to life, limb or health if essential contractual obligations are violated. Unlimited liability for intent and gross negligence shall continue to apply.
- **21.2** Liability for collateral damage shall be excluded in cases of ordinary negligence. This shall not apply in cases of intentional or negligent injury to body, life and health.
- **21.3** The level of compensation in cases of death and personal injury shall be limited to €220,000 per passenger, whereby the level of compensation within the scope of application of the StVG (Road Traffic Act) shall remain expressly reserved.
- **21.4** Liability and level of compensation for damage to baggage shall be limited and excluded as follows:
- **21.4.1** In the case of damage to baggage items resulting from an accident involving the bus, or loss of baggage items resulting from the same, the level of compensation per damage claim per passenger and baggage item shall be limited to €1,200.



- **21.4.2** Liability shall be excluded in cases of the loss of baggage items unconnected to an accident involving the bus, in addition to the mix-up or theft of the same, except in cases of intent and gross negligence.
- **21.4.3** Liability for damage or further damage resulting from passengers' failure to pack the baggage items in an appropriate manner shall be excluded, except in cases of intent and gross negligence.
- **21.5** Compensation in the event of damage to wheelchairs and other mobility equipment or assistive devices shall always equate, at a minimum, to the replacement value or the cost of repair of the lost or damaged equipment. In the process, all efforts will be made to procure at least a temporary replacement of the same, which corresponds to the technical and functional features of the lost or damaged wheelchair or other mobility equipment.
- **21.6** The amount of compensation for all other property damage, which is neither accidental damage to luggage nor damage to wheelchairs or other mobility aids or assistive devices, shall be limited to €1,000, pursuant to Section 23 of the German Public Transport Act (Personenbeförderungsgesetz), unless the property damage is based upon intent or gross negligence.
- **21.7** The limitations and exclusions of liability shall not apply to a statutory mandatory liability without fault or if a no-fault warranty has been assumed in individual cases.

To connections operated by FlixBus Polska sp. z o.o. and other Polish carriers, clauses 21.1. to 21.7. do not apply. In this regard, the provisions of the generally applicable Polish law shall apply, including the provisions of the Polish Civil Code and Polish Act of Transport Law.

- **21.8** To connections within Poland or to international connections from Poland the following complaint procedure applies (21.8.1. to 21.8.9).
- **21.8.1** Complaints arising from the contract of carriage concluded with the carrier, including those concerning the booking of carriage, should be sent via form on the web portals of FlixMobility, given in writing to bus driver or sent in writing (by registered mail) to the following carrier's address: FlixBus Polska sp. z o.o., ul. Fabryczna 5A, 00-466 Warszawa, Poland. Complaints can be directed within one year from the day of occurrence of circumstances which are the subject of the complaint. The right holder is a passenger or his representative, legal representative or legal successor.
- **21.8.2** The complaint should include in particular the designation of the person submitting the complaint, description of the circumstances and reservations raised, indication of the damage suffered, determination of the claim (compensation amount), signature of the person lodging the complaint. Complaints must be accompanied by originals or photocopies of the ticket as well as other documents regarding the conclusion of the contract of carriage, including those certifying entitlements to free or reduced transportation.
- **21.8.3** In the case of complaints regarding luggage, please describe the damage or circumstances that occurred.
- **21.8.4** If the complaint does not meet the conditions specified above, or to consider it, additional information is needed, the carrier calls the person lodging the complaint to remedy the deficiencies or



provide additional explanations within 14 days of receiving the request. Lack of response to the call within the prescribed period results in leaving the complaint without recognition.

- **21.8.5** The carrier considers the complaint within 30 days from the date of lodging the complaint or from the date of receipt of the completed complaint.
- **21.8.6** Failure to consider the complaint within the prescribed period results in its acceptance.
- **21.8.7** Any person submitting a complaint, which is not fully or partially accepted, may be appealed. The Carrier considers the appeal within 14 days of its receipt.
- **21.8.8** Pursuing claims in court proceedings may take place after the complaint procedure has been exhausted.
- **21.8.9** Other conditions and detailed complaint handling procedure are regulated by the Polish Act of Transport Law and executive regulations.

## 22 General Conditions of Carriage

In addition to these "Special Conditions of Carriage", the statutory order regarding the General Conditions of Carriage for Tram and Bus Transport and Scheduled Services with Motor Vehicles dated February 27, 1970 (Federal Law Gazette I, page 230) shall apply in the current version.

The above described does not apply to connections operated by FlixBus Polska sp. z o.o. and other Polish carriers.

#### 23 Place of Jurisdiction

Jurisdiction for general merchants, legal persons and natural persons, who have no general jurisdiction in Germany - as well as for individuals who have transferred their place of residence or habitual residence abroad after conclusion of a contract of carriage, and whose domicile or habitual residence at the time the action is not known - is Munich.

The above described does not apply to connections operated by FlixBus Polska sp. z o.o. and other Polish carriers.

#### 24 Ineffective Provisions

In the event that individual provisions within these General Business Terms and Conditions of Carriage should be or become entirely or partially ineffective or void, this shall, in principle, not compromise the efficacy of the contract of carriage as a whole.

\* Please note, that fees for calls from landlines as well as from mobile phones depend on individual provider's rates.