



## General terms and conditions of Mercedes-Benz Museum GmbH

A Daimler Company

### 1. Scope

- (1) These General Terms and Conditions (hereinafter referred to as "GTC") apply to the purchase of admission tickets, evening tickets, annual passes, tickets for open guided tours (e.g. Classic Museum Tour) and events, vouchers as well as the booking of registered guided tours for the Mercedes-Benz Museum and other services offered (hereinafter referred to as "Products") via our Mercedes-Benz Online Ticketing Shop, the Mercedes-Benz Classic Contact Center (hereinafter referred to as "Visitor Service") or the Museum ticket office and contracts concluded in this regard between us,

Mercedes-Benz Museum GmbH  
Mercedesstraße 100  
D-70372 Stuttgart  
Germany

Tel.: +49(0)711-17 30 000

Fax: +49(0)711-17 30 400

E-mail: classic@daimler.com

represented by Managing Directors: Christian Boucke (Chairman), Bettina Hausmann, Andreas Theel

Registered office and local court: Stuttgart, HRB no.: 23 165

VAT ID No.: DE 223101663

(hereinafter "MB Museum") and you (hereinafter: "Customer"). The GTC apply regardless of whether the Customer is a consumer, entrepreneur or merchant.

- (2) The version of the GTC valid at the time of conclusion of the contract shall apply.  
The validity of the Customer's general terms and conditions is hereby expressly rejected. This applies even if the Customer issues a counter-confirmation referring to his/her own terms and conditions, or purchasing conditions.
- (3) The house rules of MB Museum apply in the building as well as on the premises of the MB Museum.

### 2. Conclusion of Contract in the Online Ticketing Shop and Ordering via the Visitor Service and Contract Language

- (1) The presentation and advertising of the Products in the Online Ticketing Shop and on the websites of MB Museum does not constitute a binding offer to conclude a contract.
- (2) By completing the order process in MB Museum's Online Ticketing Shop, the Customer submits a legally binding offer. The Customer must have access to an e-mail address for this. The order process

comprises the following steps: In the first step, the Customer selects the desired Products in the desired quantities and places them in the virtual shopping cart. In the second step, the Customer enters his/her personal data including an e-mail address and billing address. In the third step, the Customer chooses a payment method. In the last step, the Customer can review and possibly correct all the information, before the order process can be completed by clicking on the "Order and Pay" button.

The Customer can correct input errors before sending the order by clicking the "Edit shopping cart" button. Any entries in mandatory fields that are missing or recognized as incorrect will be displayed in red with a red border.

MB Museum will immediately confirm receipt of the order placed via the Online Ticketing Shop by e-mail. Such an e-mail does not constitute a binding acceptance of the order unless acceptance is declared in addition to the confirmation of receipt at the same time.

- (3) When booking via the Visitor Service, the Customer submits the offer by requesting it by phone, fax, e-mail or via the online contact form.
- (4) A contract is only concluded when MB Museum accepts the Customer's order by means of a declaration of acceptance or by delivering the ordered items.
- (5) The contract is concluded in German.

### **3. Right of Withdrawal**

- (1) If the Customer is a consumer (i.e. a natural person who places the order for a purpose that cannot be attributed to his/her commercial or independent professional activity), he/she shall be entitled to a right of withdrawal in accordance with the statutory provisions.
- (2) Contracts for Products (e.g. admission tickets, evening tickets, tickets for open museum tours, annual passes) that have been booked or purchased for a specific date or period cannot be canceled (Section 312 g para. 2 No. 9 BGB [German Civil Code]).
- (3) In all other respects, the right of withdrawal shall be governed by the provisions set forth in detail in the following

#### **Instructions on Withdrawal**

##### **Right of withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you, or a third party designated by you who is not the carrier, took possession of the goods.

In order to exercise your right of withdrawal, you must notify us

Mercedes-Benz Museum GmbH  
Mercedesstraße 100  
70372 Stuttgart  
Germany  
Telephone: +49(0)711-17 30 000  
Fax: +49(0)711-17 30 400  
Email: classic@daimler.com

of your decision to withdraw from this contract by an unequivocal statement (for example a letter sent by mail, a fax or an e-mail). You may use the attached model withdrawal form, but this is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

#### **Effects of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. You shall send back the goods or hand them over to us: Mercedes-Benz Museum GmbH, Mercedesstraße 100, 70372 Stuttgart, Germany, Telephone +49(0)711-17 30 000, Telefax Fax: +49(0)711-17 30 400, Email: classic@daimler.com without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

- End of instructions on withdrawal -

(4) Even if translations of the cancellation policy are provided, the German wording shall prevail.

#### **4. Changing a Booking**

- (1) For admission tickets, evening tickets and tickets for open museum tours, a one-time change of a booking to another visit date is possible up to 7 days before the original date.
- (2) Changes to bookings are only possible within the scope of availability.

## **5. Remuneration and Payment**

- (1) All prices stated in the published price lists are gross prices including the statutory value added tax.
- (2) In the Online Ticketing Shop, the Customer can make payments in advance by credit card (VISA, MasterCard, Amex). The individual steps and payment methods available are explained as part of the ordering process in the Mercedes-Benz Online Ticketing Shop.
- (3) When purchasing at the museum ticket office, cash payment as well as payment by credit card (VISA, MasterCard, Amex), EC card, Alipay and ApplePay are possible.
- (4) For Products booked through the Visitor Service, payment is made on the day of the visit to the museum at the museum ticket office or on account, depending on the agreement.
- (5) MB Museum reserves the right to exclude individual payment methods.

## **6. Set-off and Right of Retention**

- (1) The Customer shall not be entitled to set off against our claims unless his/her counterclaims have been legally established or are undisputed. The Customer shall also be entitled to offset against our claims if he/she asserts notices of defects or counterclaims from the same purchase contract.
- (2) The Customer may only exercise a right of retention if the counterclaim arises from the same purchase contract.

## **7. Shipping**

- (1) The Products ordered in the Online Ticketing Shop are Print@Home tickets and mobile tickets (QR code). After successful completion of the payment process, the Customer will be shown the ordered Products via a link to open a PDF document or download it to a smartphone or tablet. At the same time, the ordered Products are sent as electronic tickets with the order acceptance and invoice to the e-mail address provided by the Customer.
- (2) The Print@Home ticket is only legible and valid if it is printed on white DIN A4 paper of high quality. Only one printout may be made from each Print@Home ticket. Tickets may not be duplicated or tampered with. In this case, the tickets immediately lose their validity without replacement.
- (3) The mobile ticket is only valid if it can be scanned at the entrance. For this, the QR code must be displayed completely with the backlight activated.
- (4) Tickets booked through the Visitor Service are held for collection at the group ticket office, where the customer can pick them up on the day of the museum visit by presenting the booking confirmation.

## 8. Admission

- (1) For admission, the customer must present the respective Product printed out or digitally on the display of a smartphone or tablet. The QR code will be validated upon admission. A Product that has already been presented or shown by another person no longer entitles the holder to admission.
- (2) In the case of reduced or free admission tickets, evening tickets, tickets for open museum tours or events, admission will only be granted with appropriate proof.

## 9. Products (special conditions)

- (1) Admission tickets

Admission tickets entitle the holder to enter the Mercedes-Benz Museum exhibition on the booked date and, if applicable, within a selected time window. Time windows refer only to the time of entry. The subsequent length of stay is unlimited within regular opening hours.

- (2) Evening tickets

Evening tickets entitle the holder to enter the exhibition of the Mercedes-Benz Museum on the booked date from 4:30 PM.

- (3) Tours

- Tickets for open tours can only be purchased through the Online Ticketing Shop or at the Museum ticket office. The ticket also includes the admission ticket for the exhibition of the Mercedes-Benz Museum on the day of the booked guided tour and entitles you to another admission after the guided tour.
- Registered group tours and evening tours can only be booked with binding effect via the Visitor Service.
- The respective participant restrictions per date and guide set by MB Museum apply. The guides for the tours are selected by MB Museum. Tours offered or conducted by third parties are not permitted.

- (4) Annual passes

Annual passes entitle the holder to admission to the permanent exhibition and special exhibitions of the Mercedes-Benz Museum. They are valid for 365 days from the selected start date. Annual passes are non-transferable; in addition to the annual pass, photo identification must be presented each time upon admission.

- (5) Vouchers

Admission vouchers can be redeemed for an admission ticket at the museum ticket office.

Vouchers can be redeemed at the museum ticket office and in the museum. Vouchers are valid for three years, starting from the end of the year in which they were purchased.

In case of loss of a voucher, no replacement can be granted.

## **10. Liability**

- (1) Unless otherwise provided for in these terms and conditions, MB Museum shall be liable for damages on any legal grounds whatsoever,
  - for intent,
  - for gross negligence on the part of the executive bodies or senior managers,
  - for culpable injury to life, limb or health,
  - for defects which were fraudulently concealed or whose absence was guaranteed,
  - in the event of defects in the deliverable, to the extent liability for personal injury or property damage to privately used objects is assumed under the Product Liability Act.
- (2) In the event of culpable breach of material contractual obligations, MB Museum shall also be liable for gross negligence committed by non-executive staff as well as for slight negligence, in the latter case, limited to the reasonably foreseeable damage that is typical for the type of contract. Material contractual obligations are - in particular - obligations the fulfillment of which makes the appropriate performance on the contract possible in the first place, the violation of which jeopardizes the achievement of the contractual purpose, and on the compliance with which the Customer regularly relies.
- (3) All further claims against MB Museum are excluded.

## **11. Further Rights, Place of Jurisdiction, Applicable Law**

- (1) Contracts concluded via orders or bookings in the Online Ticketing Shop or Visitor Service shall be governed by the law of the Federal Republic of Germany.
- (2) If the Customer is a business, the location of MB Museum's registered office in Stuttgart will be the sole place of jurisdiction for all present and future claims arising from or in connection with this contractual relationship.
- (3) The same place of jurisdiction applies if the domestic Customer has no general place of jurisdiction in Germany, moves its domicile or place of habitual residence abroad after formation of the Agreement or if its domicile or place of habitual residence is unknown at the time the action is filed. In other respects, for claims of MB Museum against the Customer, the domicile of the Customer is the place of jurisdiction.

- (4) The United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980 is excluded.
- (5) Should one or more of the aforementioned provisions be or become invalid, the validity of the other provisions will remain unaffected.

## **12. Information on Online Dispute Resolution**

The European Commission has established an internet platform for online dispute resolution (so called “ODR platform”). The ODR platform is a point of entry for out-of-court resolutions relating to contractual obligations of online sales contracts. You can get to the ODR platform by following the link:

<http://ec.europa.eu/consumers/odr>

## **13. Notice Pursuant to Section 36 of the German Consumer Resolution Act (VSBG)**

MB Museum will not participate in dispute resolution before a consumer arbitration board in the sense of the VSBG and is also not obligated to do so.

Status: May 2021