

Agreement on the Performance of Inspections

1. Subject Matter and Scope

This agreement governs the performance of inspections on the premises of the campsite (hereinafter “**Campsite**”) by an inspector on behalf of PiNCAMP GmbH, HansasträÙe 19, 80686 Munich (hereinafter “**PiNCAMP**”). The objective of the inspection is the creation and provision of an individual result report (evaluation) for the campsite. Furthermore, PiNCAMP uses this data at its own discretion for a potential classification of the campsite into existing classification systems (ADAC/ANWB classification).

2. Conclusion of Contract, Selection Process, and Continuity

2.1 PiNCAMP selects the group of campsites suitable for inspection at its own discretion.

2.2 PiNCAMP sends an invitation to campsites potentially eligible for inspection to register for the inspection. This invitation does not yet constitute a binding offer to conclude a contract.

2.3 By registering for the inspection (submitting the registration form on the designated landing page), the campsite submits a binding offer to conclude a contract for a fee-based inspection in accordance with this agreement. PiNCAMP is not obliged to accept the offer; there is no legal claim to the performance of the inspection.

2.4 The contract for the respective season is not concluded until PiNCAMP expressly agrees to perform the inspection.

2.5 If PiNCAMP does not accept the campsite's offer within the current season, the registration remains valid as a binding offer for the following season, unless the campsite revokes it in accordance with Section 2.6. After two seasons without acceptance by PiNCAMP, the offer expires automatically, unless the campsite re-confirms its continuity upon request by PiNCAMP. PiNCAMP decides freely on the acceptance of existing offers at the beginning of each season as part of its itinerary planning.

2.6 The campsite may revoke its offer for the upcoming season at any time free of charge. The revocation must reach PiNCAMP by February 15th of the respective calendar year to be considered for the upcoming season. A later revocation is only possible as long as PiNCAMP has not yet finalized the individual inspection plan for the campsite. The revocation must be made in text form.

3. Remuneration

3.1 PiNCAMP charges a cost contribution for the provision of the inspection and the classification services related to it. As a flat-rate remuneration, this covers the entire service package: from the professional on-site assessment by commissioned inspectors and digital data analysis to the provision of the detailed result report. The amount of the cost contribution depends on the size of the campsite:

- **Small campsites (up to 60 units):** EUR 149.00 plus VAT.
- **Medium campsites (61 to 300 units):** EUR 199.00 plus VAT.
- **Large campsites (301 to 600 units):** EUR 249.00 plus VAT.
- **Very large campsites (601 units and above):** EUR 299.00 plus VAT.

Units include rental accommodations, permanent camper pitches, and tourist pitches. The number is based on the result of the inspection.

A cost contribution of EUR 299.00 plus VAT applies to first inspections. An inspection is considered a first inspection if the campsite has never been inspected by PiNCAMP, ADAC, or ANWB before, or if the campsite holds neither an ADAC nor an ANWB classification. In these cases, the contribution for first inspections applies regardless of the size-based contribution scale mentioned above.

3.2 PiNCAMP reserves the right to adjust the amount of the cost contribution for future seasons. Such changes will be communicated to the campsite in good time before the expiry of the revocation period (Section 2.5). If no revocation occurs within the period, the new price is deemed accepted for the coming season.

3.3 The inspection is carried out neutrally and according to uniform criteria developed by PiNCAMP.

3.4 PiNCAMP's claim to remuneration arises independently of the result of the inspection. The contribution is owed for the travel and performance of the inspection by a commissioned inspector, not for achieving a specific rating, star classification, or any other award. Dissatisfaction on the part of the campsite with the evaluation result entitles neither a reduction of the contribution nor a refusal of payment.

3.5 The cost contribution becomes due only after the inspection has actually taken place and upon receipt of a corresponding invoice.

3.6 All services provided by PiNCAMP (in particular the delivery of the results report) are subject to full payment.

4. Use of Inspection Results; Independence

4.1 PiNCAMP is entitled to use the results, evaluations, and other findings collected during the campsite inspection at its own discretion, in particular to publish them in whole or in part, to process them editorially, and/or to incorporate them into internal or external evaluation systems, including the ADAC classification. The type, scope, timing, and form of any publication or other use are at the sole discretion of PiNCAMP.

4.2 The possibility of using, publishing, or integrating the inspection results does not constitute a service owed by PiNCAMP as part of the inspection. The campsite has no claim to publication nor to a specific type, scope, or placement of the publication or use of the inspection result.

5. Implementation and Duties to Cooperate

5.1 In May of the current year, the campsites selected by PiNCAMP for inspection in the current season will be notified; however, a specific date for the inspection will not be named.

5.2 On the day of the inspection, the inspector must be granted unrestricted access to all facilities relevant to the operation. Furthermore, the campsite shall, where possible, provide the inspector with a suitable interview partner.

5.3 The campsite confirms the inspector's visit (e.g., by signature in the inspection app).

5.4 Should the performance of the inspection fail for reasons for which the campsite is responsible (e.g., lack of cooperation on site), PiNCAMP reserves the right to claim the expenses incurred for the unsuccessful journey as well as a flat-rate processing fee.

6. Liability

6.1 PiNCAMP is liable without limitation in cases of intent or gross negligence. For simple negligence, PiNCAMP is only liable for the breach of material contractual obligations (cardinal obligations); in this case, liability is limited to the typical damage foreseeable at the time the contract was concluded.

6.2 PiNCAMP is not liable for economic losses resulting from classification, a downgrade, the withdrawal, or the refusal of a star classification, unless these are based on intentional or grossly negligent behavior by PiNCAMP. The inspection is a purely professional quality assessment and does not replace any official safety inspection.

6.3 The above limitations of liability do not apply in the event of injury to life, limb, or health, or in the case of liability under the Product Liability Act or for assumed guarantees.

6.4 Unforeseeable, unavoidable events outside of PiNCAMP's sphere of influence (e.g., natural disasters, epidemics, strikes, or official orders) release PiNCAMP from its obligation to perform for the duration of the disruption. Claims for damages by the campsite operator are excluded in these cases, provided PiNCAMP is not at fault.

6.5 Further legal rights or obligations of the parties remain unaffected.

7. Visual Material and Rights of Use

7.1 As part of the inspection, PiNCAMP is entitled to take photographs and video recordings of the campsite, the pitches, the sanitary facilities, as well as the communal and leisure facilities ("Visual Material").

7.2 The campsite grants PiNCAMP the unrestricted use of this visual material in terms of time, location, and content. This includes, in particular, the right to reproduction, distribution, and making it available to the public (e.g., on PiNCAMP portals, in apps, in print media, and on social media channels). PiNCAMP is entitled to edit the visual material (e.g., cropping, retouching, blurring for anonymization).

7.3 The campsite will support the inspection in such a way that, as far as possible, no visual material is created on which persons (guests or employees) are identifiable. Should this nevertheless be the case, PiNCAMP is entitled to make these persons unidentifiable through suitable measures (e.g., pixelation). The campsite guarantees that the creation, use, and publication of these recordings of the operating facilities do not conflict with the rights of third parties.

8. Final Provisions

8.1 Amendments or supplements to this contract must be in text form (e.g., email) unless otherwise agreed. This also applies to the waiver of this form requirement. In the event of any conflict with the General Terms of Use B2B PiNCAMP Online Booking, this agreement shall take precedence.

8.2 The law of the Federal Republic of Germany shall apply. If the campsite operator is a merchant, Munich is the exclusive place of jurisdiction for all disputes arising from or in connection with this contract.

8.3 Should individual provisions of this contract be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. In place of the invalid provision, a regulation that comes closest to the economic purpose of the original provision shall apply.