

Terms and Conditions of Carriage for BOHR GmbH Busreisen & Touristik Package Deals

Dear customers,

The following provisions, in as far as they have been effectively agreed, shall form the content of the Travel Contract between you and BOHR GmbH Busreisen & Touristik, hereafter abbreviated to "BOHR", in the event of a booking. They shall supplement the legal stipulations of Sections 651a-m of the German Civil Code (*BGB*) and the information requirements for tour operators pursuant to Sections 4-11 of the 'German Civil Code Information Act' (*BGB-InfoV* - 'Act Governing the Requirement to Provide Information and Supporting Documents in Civil Law') and complete these. Please read these Terms and Conditions of Carriage carefully prior to booking.

1. Conclusion of the Travel Contract, obligations of the person booking, and divergent confirmation of reservation

1.1. The following shall apply to bookings made verbally, in writing, by e-mail or fax:

a) By making a booking (reservation), the customer shall submit a binding offer to "BOHR" to conclude a Travel Contract. The customer shall be bound by his offer of contract for 7 days.

b) The Contract shall become effective on the customer's receipt of the confirmation of reservation from "BOHR". This shall not require a defined form. On concluding the Contract or immediately thereafter "BOHR" will provide the customer with a written booking confirmation. "BOHR" shall not be obliged to provide this should the customer make the booking less than 7 workdays prior to departure.

1.2. The following shall apply to conclusion of a Contract for bookings made via the internet:

a) The online booking process will be explained to the customer on the relevant internet site.

b) The customer will be provided with a suitable option for correcting any inputs, and deleting or resetting the entire online booking form, the use of which will be explained. The contractual languages available for carrying out an online booking will be specified.

c) If the Contract is saved by the tour operator, the customer shall be informed of this and of the option of retrieving it at a later stage.

d) By pressing the "pay for booking" button, the customer shall submit a binding offer to "BOHR" to conclude the Travel Contract. The customer will immediately receive an electronic booking confirmation (reservation).

e) Submitting the booking (reservation) by pressing the "pay for booking" button will not constitute a customer's claim to a Travel Contract relating to this booking. In fact, the Contract shall be concluded on the customer's receipt of confirmation of reservation from "BOHR", which shall not require a particular form and may be sent in writing, by e-mail, or fax.

f) If confirmation of reservation occurs directly after pressing the "pay for booking" button by being immediately displayed on screen accordingly, this displayed confirmation of reservation shall constitute the Travel Contract without the need for interim notification to the customer of receipt of his booking. In this case, the customer will be given the option of saving and printing out the confirmation of reservation. However, the obligation to the Travel Contract shall not be dependent on whether the customer actually uses these saving and printing options. As a general rule, "BOHR" will send an additional copy of the confirmation of reservation that was immediately displayed on screen in writing, by e-mail or fax. However, the legal effectiveness of the Travel Contract shall not depend on the customer receiving such an additional copy.

1.3. The following shall apply to bookings made over the telephone:

a) "BOHR" will only acknowledge the customer's booking request without obligation up to 7 days before departure and reserve the relevant travel service. In this instance, the Travel Contract shall be concluded by the confirmation of reservation by "BOHR" pursuant to Item 1.4.

b) Telephone bookings made less than 7 days prior to departure will be binding for the customer and upon confirmation by "BOHR" over the telephone will conclude the binding Travel Contract.

1.4. The following shall apply to all methods of booking:

a) If the content of the confirmation of reservation deviates from the content of the customer booking, this shall constitute a new offer from "BOHR" to which the latter is obliged for a period of ten days. The new offer shall be the basis of the Contract if the customer confirms acceptance of this to "BOHR" within this term in the form of express confirmation, advance payment or payment of the balance.

b) The customer shall assume responsibility for all contractual obligations of fellow passengers for whom he has made the booking, and for his own, provided that he has assumed this obligation in an express and separate declaration.

2. Contractual basis, services, travel agents, and third party brochures

2.1. The contractual obligation of "BOHR" to perform shall be determined by the travel brochure in conjunction with the confirmation of reservation and all supplementary information from "BOHR" for the respective trip.

2.2. Travel agents (e.g. travel agencies) and service providers (e.g. hotels, and transport companies) are not authorised by "BOHR" to make agreements, provide information, or assurances that amend the agreed content of the Travel Contract, extend beyond the contractually stipulated services of "BOHR", or contradict the travel brochure.

2.3. Location and hotel brochures and internet advertisements that have not been published by "BOHR" shall not be binding for "BOHR" and its obligation to perform, unless these have been made the subject of the travel brochure offer, or content of its obligation to perform in an express agreement with the customer.

3. Amendments to services

3.1. Amendments to the stipulated content of the Travel Contract regarding the essential travel services that may become necessary after conclusion of the Contract and which have been instigated by "BOHR" in all good faith, shall only be permitted, provided these amendments are not substantial and will not affect the overall travel arrangement.

3.2. Any potential claims under guarantee shall remain unaffected, in as far as the amended services have been impaired.

3.3. "BOHR" shall be obliged to inform the customer of any major changes to services immediately upon learning the reason for the change.

3.4. In the case of substantial change to an essential travel service, the customer shall be entitled to withdraw from the Travel Contract free of charge, or request participation in a trip of at least equivalent value, if "BOHR" is in a position to offer such a trip from its range at no additional cost to the customer. The customer is to exercise these rights immediately upon "BOHR" declaring the amendment to the travel service, or cancelling the trip.

4. Payment

4.1. Upon conclusion of the Contract and furnishing of the "Sicherungsschein" (travel protection and risk coverage certificate) complying with Section 651k of the German Civil Code (*BGB*), an advance payment of 20% of the trip price will be due for payment. The outstanding amount shall be due 2 weeks prior to departure, provided that the "Sicherungsschein" (see above) has been provided and the trip can no longer be cancelled for the reason given in item 9.

4.2. If the trip is to last less than 24 hours, include an overnight stay, and its cost does not exceed €75 per person, advance and outstanding payments will be due on conclusion of the Contract and will not require provision of a "Sicherungsschein".

4.3. Provided that "BOHR" is prepared and in a position to render the contractual travel services and the customer is not entitled to any retention rights by law or contract, there shall be no entitlement to avail of the travel services or provide travel documents until full payment of the trip has been made.

4.4. If the customer fails to pay the deposit and/or balance within the stipulated due payment terms, "BOHR" will be entitled to withdraw from the Travel Contract after issuing a reminder with deadline and charge the customer cancellation fees in accordance with item 6.

5. Price increase

5.1. "BOHR" shall reserve the right to amend the price agreed in the Travel Contract according to the following provisions in the event of an increase in transport costs, or fees for certain services, such as port or airport charges, or a change in the exchange rates for the trip concerned:

5.2. The trip price may only be increased if there is more than 4 months between conclusion of the Contract and the agreed departure date, the circumstances leading to the increase had still not occurred prior to conclusion of the Contract, and could not be foreseen by "BOHR" upon conclusion of the Contract.

5.3. If the transport costs existing at the conclusion of the Travel Contract increase, particularly fuel costs, "BOHR" may increase the price of the trip in accordance with the following calculation:

a) "BOHR" may request that the customer pays the amount of the increase if this increase is related to a seat.

b) In other cases, the additional transport costs requested by the transport company per means of transport will be divided by the number of seats on the stipulated means of transport. "BOHR" may request that the customer pays the resulting amount of the increase for the individual seat.

5.4. If the fees existing at the conclusion of the Travel Contract increase for "BOHR", such as port or airport charges, the price of the trip may be raised by the relevant, proportionate amount.

5.5. If the foreign exchange rates change after conclusion of the Travel Contract, the price of the trip may be increased to the extent of the resulting increase of the trip for "BOHR".

5.6. In the case of a subsequent change in the price of the trip, "BOHR" is to inform the customer immediately upon learning the reason for the change. The customer may only receive notification of price increases up to 21 days prior to departure. In the case of price increases of over 5%, the customer shall be entitled to withdraw from the Travel Contract free of charge, or request participation in a trip of at least equivalent value, if "BOHR" is in a position to offer such a trip from its range at no additional cost to the customer. The customer is to assert the afore-mentioned rights against "BOHR" immediately upon notification of the price increase by "BOHR".

6. Withdrawal by the customer prior to departure/cancellation fees

6.1. The customer may withdraw from the trip at any time prior to the departure date. Declaration of withdrawal is to be sent to "BOHR" at the address given in these terms and conditions. If the trip was booked through a travel agency, withdrawal may also be declared there. It is recommended that the customer declares withdrawal in writing.

6.2. If the customer withdraws prior to departure, or does not participate in the trip, "BOHR" will lose its entitlement to the price of the trip. However, "BOHR" may request appropriate compensation for the travel arrangements made prior to withdrawal and the expenses incurred in relation to the respective price of the trip, provided it is not accountable for the withdrawal, or it is a case of force majeure.

6.3. "BOHR" has staggered this right to compensation, that is, set rates as a percentage of the price of the trip in consideration of how close the point of withdrawal is to the contractually agreed departure date: in calculating compensation "BOHR" has taken into account typically saved expenses and potential alternative uses of the travel services. After receipt of the customer's decla-

ration of withdrawal, compensation will be calculated as follows:

Coach and rail trips

Up to 45 days prior to departure 10%

From 44 to 22 days prior to departure 30%

From 21 to 15 days prior to departure 50%

From 14 to 7 days prior to departure 75%

As of 6 days and no show 80%

All kinds of entrance tickets shall be exempt from exchange or return and charged at 100%.

Cancellation of day trips shall be free of charge up to 8 days prior to departure. For later cancellations we will charge an administration fee of €5 per person. In the case of no show at the departure point, the tour operator may request the full fare and actual costs incurred to any service providers.

Package holidays with scheduled or charter flights

- Up to 30 days prior to departure 20%

- From 29 to 22 days prior to departure 30%

- From 21 to 15 days prior to departure 40%

- From 14 to 7 days prior to departure 50%

- As of 6 days prior to departure 55%

- In the case of cancellation on the due departure date and no show 90% for sea and river cruises

- Up to 30 days prior to departure 25%

- From 29 to 22 days prior to departure 40%

- From 21 to 15 days prior to departure 60%

- From 14 to 1 days prior to departure 80%

- On the day of arrival and no show 90%

6.4. In all cases, the customer shall be at liberty to prove to "BOHR" that the latter has had no or considerably lesser damages incurred than the fixed rates requested.

6.5. "BOHR" shall reserve the right to request a higher, definite compensation sum in lieu of the afore-mentioned fixed rates, provided that it can prove that it has had significantly higher expenses incurred than the respective applicable fixed rates. If "BOHR" asserts such a claim, it shall be obliged to give a definite figure and verification of the requested compensation taking into account any saved expenditure and alternative use of travel services.

6.6. It is strongly recommended that the customer takes out insurance to cover travel cancellation fees and repatriation in the event of accident or illness.

6.7. The legal right of the customer to name an alternative traveller in accordance with the provisions of Section 651 b of the German Civil Code (*BGB*) shall remain unaffected by the provisions given above.

7. Rebookings

7.1. Once a Contract is concluded, the customer shall not have the right to make amendments in terms of the travel date, destination, departure location, accommodation, type of carriage, or pick-up or drop-off points in the case of coach trips (rebooking). If a rebooking is possible and subsequently undertaken at the request of the customer, "BOHR" may charge a rebooking fee of €25 per customer up to the point of the first cancellation stage given for the cancellation fees.

7.2. Subsequent rebooking requests on the part of the customer, if at all feasible, may only be implemented after withdrawal from the Travel Contract in accordance with the terms set out in item 6 and, at the same time, re-registration. This shall not apply to rebooking requests that only incur minimal costs.

8. Non-utilisation of a service

If the customer fails to utilise individual travel services that have been rightly offered to him for reasons he shall be accountable for (e.g. early return journey, or other compelling reasons), he shall have no right to a proportionate refund of the price of the trip. "BOHR" will make endeavours to reimburse the expenditure saved by the service provider. This obligation shall not apply in the case of completely insignificant services, or if reimbursement would violate statutory or official provisions.

9. Withdrawal of "BOHR" due to failure to reach sufficient numbers

a) The minimum number of participants and latest point at which "BOHR" may withdraw must be given in the actual travel brochure or, in the case of universal regulations for all trips or certain types of travel, in a general catalogue notice, or general service specifications.

b) "BOHR" is to clearly state the minimum number of participants and latest point for withdrawal in the confirmation of reservation, or refer to the relevant brochure details in these.

c) "BOHR" shall be obliged to inform the travelling party immediately of cancellation of the trip as soon as it becomes evident that the trip will not take place due to failure to reach the minimum number of participants required.

d) "BOHR" shall not be allowed to withdraw any later than 2 weeks prior to departure.

e) The customer shall be entitled to request participation in another trip of at least equivalent value, if "BOHR" is in a position to offer such a trip from its range at no additional cost to the customer. The customer is to assert this right immediately upon receiving notification of cancellation of the trip from "BOHR".

9.2. If the trip does not take place for this reason, the customer will be immediately reimbursed for all payments made towards the price of the trip.

10. Notice of cancellation due to reasons of conduct

10.1. "BOHR" may cancel the Travel Contract without notice, if the customer continues to be disruptive despite a warning from "BOHR", or if his behaviour violates the Contract to such an extent that immediate termination thereof is justifiable.

10.2. If "BOHR" gives notice of cancellation, it shall be entitled to claim

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payment of the trip; however, it shall be obliged to take into account the value of saved expenditure and the advantages gained in using the non-utilised service in another way, including the amounts rendered by the service providers.

11. The passenger's duty to give notification of defects during the trip; notice of cancellation of the Travel Contract by the customer/passenger; the customer's duty in relation to air luggage

- 11.1. The obligation to give notification of defects arising from Section 651 d (2) of the German Civil Code (*BGB*) is defined in the following for travel with "BOHR":
- The traveller shall be obliged to give notification of defects to the local "BOHR" representative (tour manager, agency) and request remedial action.
 - The traveller shall be informed about the person, availability and contact details of the "BOHR" representative at the latest in the travel documents he is sent.
 - If according to contractual stipulations the local representative or tour manager is not responsible, the traveller shall be obliged to inform "BOHR" immediately of defects at the address given below.
 - Claims of the traveller will only remain valid, if failure to give notification of a defect is not his responsibility.
- 11.2. Tour managers, agencies and employees of service providers do not have the power and are not authorised by "BOHR" to confirm defects, or acknowledge claims against "BOHR".
- 11.3. If a trip is substantially impaired as a consequence of a travel defect, the traveller may give notice of cancellation of the Contract. The same shall apply if he finds travel unreasonable due to such a defect for good reasons that are readily apparent to "BOHR". Notice of cancellation shall only be permissible, if "BOHR" or its authorised representatives (tour manager, agency), in as far as these exist and have been contractually stipulated as contacts, have allowed an appropriate term defined by the traveller to elapse without taking remedial action. Determination of a term shall not be necessary if remedial action is impossible, or refused by "BOHR" or its authorised representatives, or if immediate cancellation of the Contract without notice is justified by a particular concern on the part of the passenger.
- 11.4. If luggage is lost or delayed, damages or delays in delivery during air travel are to be reported immediately by the passenger there and then by means of a notification of a loss to the airline responsible. Airlines may reject reimbursements if the notification of a loss has not been filed in. Notification of a loss is to be given within 7 days in the case of lost luggage, and for delays within 21 days after handover. In all other respects, the loss, damage or misrouting of luggage is to be notified to the "BOHR" tour manager or local representative.

12. Limitation of liability

- 12.1. The contractual liability of "BOHR" for damage other than personal injury shall be limited to three times the price of travel,
- provided the customer's loss has not been caused intentionally or through gross negligence, or
 - "BOHR" is not solely responsible for the loss incurred to the customer due to the fault of a service provider.
- 12.2. Limitation of liability according to item 12.1 shall not apply to claims for damage to luggage arising from accidents occurring whilst using coaches or buses. In these cases, liability shall be excluded, if damage exceeds €1200 per transported piece of luggage.
- 12.3. Section 23 of the German Passenger Transport Act (*PBeTG*) shall remain unaffected by the regulations set out in item 12.1 and 12.2. Liability for material damages in connection with carriage in motor vehicles shall therefore be excluded, provided that this shall not result from accidents occurring whilst using coaches or buses, exceed €1000 per transported piece of luggage, or result from intention or gross negligence. Compensation in the case of damage to wheelchairs or other mobility aids or auxiliary equipment will always correlate with the replacement value or repair costs for the lost or damaged equipment.
- 12.4. "BOHR" shall not be liable for disruptions to services, personal injuries and material damage in connection with services which are merely conveyed as third party services (e.g. excursions, sports events, theatre visits, exhibitions, transport services from and to advertised starting points and destinations), if these services have been expressly indicated in the travel brochure and confirmation of reservation as third party services, stating the contractual partner, and in such a way that the customer shall clearly recognise that these are not part of the travel services offered by "BOHR". However, "BOHR" shall be liable
- for services which include carriage from the advertised starting point of travel to the destination, and travel and accommodation during the trip,
 - if and to the extent that breach of obligation of notification, explanation and organisation by "BOHR" has caused damage or loss to the customer.

Any liability on the part of "BOHR" on account of a breach of duties as a travel agent shall remain unaffected by the previous regulations.

13. Term and addressee for the assertion of claims by the passenger/customer; limitation period of passenger/customer claims

- 13.1. The customer shall assert any claims on account of non-rendering of the trip as agreed by Contract within one month of the trip end date as defined in the Contract.
- 13.2. The term shall commence on the day after the trip end date as defined in the Contract. If the last day of the term falls on a Sunday, or on an official, general public holiday, or a Saturday at the place of declaration, the next working day shall apply instead.
- 13.3. Assertion of a claim against "BOHR" may only be made during the term at the address given below.

- 13.4. Upon expiry of the term, the customer may only assert claims, if he cannot be held responsible for having failed to observe this term.
- 13.5. The term set in 13.1 shall also apply to reporting loss of luggage or delays in delivery of luggage in connection with flights, if rights under guarantee shall be asserted pursuant to Sections 651 c (3), 651 d, 651 e (3 and 4) of the German Civil Code (*BGB*). A claim for compensation for damaged luggage is to be asserted within 7 days and for delays within 21 days after handover.
- 13.6. Claims on the part of the customer pursuant to Sections 651c to f of the German Civil Code (*BGB*) arising from danger to life and limb caused by the intentional or grossly negligent breach of duty on the part of "BOHR" or one of its legal representatives or vicarious agents shall be subject to a period of limitation of two years. This shall also apply to claims for compensation for other damages caused by the intentional or grossly negligent breach of duty on the part of "BOHR" or one of its legal representatives or vicarious agents.
- 13.7. All other claims shall be subject to a period of limitation of one year set out by Sections 651c to f of the German Civil Code (*BGB*).
- 13.8. The period of limitation in accordance with items 13.6 and 13.7 shall commence on the day after the trip end date as defined in the Contract. If the last day of the term falls on a Sunday, or on an official, general public holiday, or a Saturday at the place of declaration, the next working day shall apply instead.
- 13.9. If negotiations between the customer and "BOHR" are pending on an asserted claim or circumstances constituting a claim, the period of limitation shall be suspended until the customer or "BOHR" refuses to continue negotiations. The period of limitation shall commence at the earliest three months after the end of the suspension.

14. Passport, visa and health regulations

- 14.1. "BOHR" shall inform citizens of the European Community country in which a trip is offered about stipulations regarding passport, visa and health regulations prior to the conclusion of the Contract, and of any amendments to these prior to the start of travel. For citizens of other countries, the relevant consulate will provide the necessary information. It shall be assumed that no peculiarities exist on the part of the customer and any fellow passengers (e.g. dual nationality or statelessness).
- 14.2. The customer shall be responsible for procuring and carrying the necessary official travel documents, for having the vaccinations required, and observing the customs and foreign currency regulations. Any disadvantages arising from non-observance of these regulations, e.g. payment of cancellation fees, shall be borne by the customer. This shall not apply if "BOHR" has provided no or inadequate information or misinformation.
- 14.3. "BOHR" shall not be responsible for the timely provision and receipt of required visas from the respective diplomatic agency, if the customer has instructed it to procure these, unless it has culpably breached its own obligations.

15. Information about the identity of operating air carriers

- 15.1. "BOHR" shall inform the customer prior to or at the latest on making a booking of the identity of the operating airline(s) for all air transport services to be rendered within the context of the booked trip in line with the EU Regulation regarding informing air transport passengers of the identity of the operating air carrier.
- 15.2. If upon booking the operating airline(s) has/have not yet been determined, "BOHR" shall be obliged to inform the customer which one(s) will most likely be operating the flight. As soon as "BOHR" learns which airline will be operating the flight, the customer will be informed.
- 15.3. Should the named operating airline change, "BOHR" shall notify the customer of this immediately and as quickly as appropriate means will allow.
- 15.4. The "Black List" created in line with the EC Regulation (airlines which are forbidden to use the air space over the member states), can be viewed on the internet at <http://air-ban.europa.eu> and the business premises of "BOHR".

16. Choice of law and place of jurisdiction

- 16.1. The laws of the Federal Republic of Germany shall exclusively apply to the contractual relationship between the customer and "BOHR". This shall also apply to the entire legal relationship.
- 16.2. In as far as legal action taken abroad by the customer against "BOHR" regarding the latter's liability will not be founded on German law, German law will however exclusively apply in terms of legal consequences, in particular, regarding the type, scope and extent of claims on the part of the customer.
- 16.3. The customer may only file a claim at the "BOHR" head office.
- 16.4. The customer's residence shall be applicable for legal action on the part of "BOHR". The "BOHR" head office shall be agreed as the place of jurisdiction for legal action against the customer or parties to the Travel Contract, who are agents or representatives, legal persons under private or public law, or persons who have their home or usual place of residence abroad, or the whereabouts of which are unknown at the time of the legal action being filed.
- 16.5. The provisions above shall not apply if the non-obligatory provisions applicable to the Travel Contract in the EU country to which the customer belongs shall be more favourable for the customer than the following ones, or the corresponding German regulations.

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The tour operator is: BOHR GmbH
Busreisen & Touristik
Managing Directors: Günther Bohr, Timo Bohr, and Mirco Bohr:
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An der Kreisstraße 2, 55483 Lautzenhausen
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