

General Travel Terms

1. Conclusion of the Travel Contract

1.1. With your travel registration you bindingly offer us as the tour operator the conclusion of the travel contract based on our brochure / web presence or website.

1.2. The travel contract materializes if we accept the offer and send you written confirmation of your booking and the price.

1.3. Should you register further travellers, you are liable for all obligations of travellers registered within the travel contract if you accepted this obligation by way of express separate written disclaimer.

1.4. If the content of our travel confirmation deviates from your registration a new offer from our side exists to which we are bound for a duration of 10 days. The contract materializes based on our new offer should you accept the changed offer within this period.

2. Payment

In accordance with § 651 k IV BGB payments on the travel cost prior to conclusion may only be made or requested against delivery of the coverage certificate.

2.1 In order to insure customer money we have obtained insolvency insurance from R + V Allgemeine Versicherung AG, Wiesbaden.

Your coverage certificate is part of the travel confirmation.

2.2 Upon conclusion of the contract (= reception of the booking confirmation) you are required to make an advance payment of 10% of the full price which will be credited to the travel cost. The costs of travel insurance must be paid in full together with the advance payment.

2.3 The remaining payment is payable 2 weeks before departure.

2.4 If advance payments prior to departure have been agreed upon and if you have received the coverage certificate and if we are ready and able to fulfill our contractual services there is no claim to the use of these contractual services until full payment of the travel costs. Your right to withhold a disputed price increase which has been demanded by us after the conclusion of the contract remains unaffected by this.

2.5 Your advance payment, the remaining payment and possible cancellations result from our travel confirmation. Cancellation fees, handling fees and rebooking fees are payable immediately.

3. Services

3.1. Our service obligation specified in the contract terms results from the description of services (e.g. brochure, internet) and the corresponding information from our travel confirmation.

3.2. We may make changes to the description of services prior to the conclusion of contract, of which we will of course notify you prior to booking.

4. Change of Services and Pricing

Changes to and deviations from the agreed contract terms which become necessary after the conclusion of contract and which have not been caused by us in bad faith are only permitted if these changes and deviations are insignificant, do not result in significant changes of the tour operator do not affect the overall arrangement of the booked journey. Possible warranty claims remain intact as far as the changed services are afflicted with deficiencies. We are obliged to immediately inform

you about changes to or deviations from the services. Where appropriate we will offer you rebooking or withdrawal from the contract free of charge. We reserve the right to change the advertised and with your booking confirmed prices in case of an increase in transportation cost or fees for certain services such as harbour fees or airport fees or a change of the exchange rates applicable to the journey in question to that extent where the increase of travel cost or fees for certain services affects the travel cost per person or per seat. We must immediately notify you about and explain a subsequent change of the travel cost, a change of an essential service or a permissible cancellation of the journey. Price increases that are demanded from the 20th day before the agreed date of departure onwards are ineffectual. You may withdraw from the contract in case of price increases of 5% or more or significant changes of essential travel services. Instead of a withdrawal you can also demand the participation in a different, no less than equal journey, provided that we can offer such a journey from our range without surcharge. You must assert your rights immediately upon receiving our disclaimer.

5. Withdrawal

5.1. You have the right to withdraw from the travel contract at any time prior to the departure. Our reception of your declaration of withdrawal is essential in this case. Therefore we recommend to withdraw by way of written disclaimer.

5.2. Should you choose to withdraw from the travel contract or not to travel we are entitled to compensation for the travel arrangements and our expenses. In the calculation of our compensation we of course take into account the usually saved expenses and that which we might gain from further use of these travel services.

5.3. The compounded claim is proportionally related to the travel cost:

- until the 31st prior to departure 10%
- from the 30th prior to departure 25%
- from the 22nd prior to departure 35%
- from the 15th prior to departure 50%
- from the 8th prior to departure 65%

on the day of the departure and in case of the journey not being taken 80%

5.4. You have the right to prove that no or significantly lower costs than the pleaded lump sum have been caused. In this case you are only obliged to pay the lower costs.

5.5. We also have the right to claim the exact costs caused for us according to the legal regulations instead of a lump sum compensation. In this case we are obliged to accurately estimate and verify our expenses.

6. Rebooking / Third Party Access

6.1. Should you wish and should this be possible we will gladly make changes (rebookings) to the travel date, accommodation, catering or any additional services booked by you etc for a fee of €50,00 until the 31st day prior to departure.

This does not apply to rebookings that only cause insignificant costs.

6.2. Until the date of departure you may request that a third party assumes the rights and obligations of the travel contract in your stead. We may object the entry of a third party if they do not comply with the travel conditions or if their participation is barred by legal regulations or official orders.

6.3. Should a third party enter the contract you and they are liable to the travel price and the additional costs caused by their entry as joint debtors.

7. Unused Services

Should you leave certain travel services unused due to early return or other urgent reasons we will of course attempt with the service providers to refund you for the saved expenses. Our obligation ceases if these services are entirely insignificant or if refund is barred by legal or official

regulations.

8. Withdrawal or Cancellation by the Tour Operator

8.1. We have the right to withdraw from the travel contract prior to departure or to cancel the travel contract without further notice should you significantly disrupt the implementation of the journey regardless of a warning from us or our representatives or if you behave contrary to contract to such an extent that the immediate repeal of the contract is justified. In case of a cancellation we retain the claim to the travel costs, but we must credit the value of saved expenses as well as those advantages that we gain from further use of the unused services including those paid by the service providers to our claim.

8.2. In case the minimum number of participants specified in the travel description or officially required is not reached, we may withdraw from the contract up until three weeks prior to departure. In this case we are obliged to immediately inform you about the non-implementation of the journey and to send you our rescission notice.

We will also immediately notify you if we realize at an earlier time that the minimum number of participants cannot be reached.

8.3. In case of cancellation you may demand the participation in a no less than equal journey provided that we are able to provide such a journey from our range without surcharge. You must assert this right immediately after the declaration of the cancellation of your journey.

9. Limitations to Liability

9.1. Our contractual liability to provide compensation for damages that are not physical injuries is limited to three times the travel cost

- a) if the damage to the traveller has neither been caused intentionally nor grossly negligent
- b) if we are responsible for the damage solely because of a service provider's fault

9.2. If a travel service provided by us or a service provider is subject to international treaties or legal requirements based thereon which make a claim for compensation possible only under certain circumstances or limitations or if a claim is impossible under certain circumstances, we may invoke this.

9.3. For all claims to compensation directed against us from unlawful acts that are not based on intent or gross negligence, our liability to compensation for material damage is also limited to three times the travel cost.

9.4. The maximum liability amount is valid for traveller and journey respectively. Possible claims beyond this connected to baggage and the Montreal Protocol are not affected by this limitation.

9.5. We are also not liable for defaults, bodily injury or material damage in connection to services which have been conveyed as external services (e.g. trips, sports events, visits to the theater, exhibitions, transportation services to and from the advertised starting point and destination) if we have expressly marked these services as external services and obviously not part of the travel service while expressly naming the service provider in both the travel advertisement and the booking confirmation.

9.6. We are however liable to services which include your transportation to from the advertised starting point of the journey to the advertised destination, intermediate transportation during the journey as well as the accommodation during the journey if and as far as the cause of the damage is the violation of our reference requirement or of our organisational duty.

10. Force Majeure

If the journey is significantly complicated or affected by force majeure which was unforeseeable upon conclusion of the travel contract, both you or us may terminate the contract.

If the contract is terminated the travel costs will be paid back to you. For services rendered or for services that are yet to be rendered upon conclusion of the journey you do however owe us compensation that will be determined in accordance with § 638 III BGB.

We are obliged to implement any measures necessary due to the cancellation of the contract, especially if the contract included your return transportation. Any additional costs for the return journey are split equally. Any other additional costs are yours to pay.

11. Warranty, Cancellation by the Traveller, Obligation to Disclose

11.1. If the journey is not contractually fulfilled you may demand remedy. We may refuse remedy if it requires disproportionate effort.

11.2. You are obliged to lodge your complaint immediately either with us or the designated office. Should you culpably abstain from lodging your complaint, you have no claim to reduction in accordance with § 651 b BGB.

Should a local tour operator by way of exception or contrary to expectation not be available, please contact the service provider (e.g. hotelier, incoming agent etc.), us or our contact address at the travel destination.

11.3. If a journey is significantly affected due to a deficiency and if we do not provide remedy within an appropriate period, you may terminate the contract according to legal regulations in its own interest and for reasons of the preservation of evidence by way of a written statement. The same applies if you cannot participate in the journey due to a urgent reason visible to us that arises from a deficiency. Setting a period in which remedy must be provided is necessary unless remedy is impossible, refused by us or if the immediate termination of the contract is justified by your particular interest. You owe us the part of the travel price that includes services used by you as long as these services have been of interest to you.

11.4. You can also demand compensation due to nonobservance regardless of decrease or termination unless the deficiency is due to an event that we are not liable to.

12. Exclusion and Limitation of Claims

12.1. Claims due to non-contractual fulfillment of the journey (§§ 651 c- f BGB) must be asserted within one month of the contractually agreed completion of the journey (for address please see below after 15). After expiry of this period you can still assert your claim if you have been prevented from complying with these times without your own fault.

12.2. Your contractual claims in accordance with §§ 651 c through f BGB are in lapse one year after the contractually agreed return date. If the proceedings regarding asserted claims are ongoing, the limitation is also suspended until you or we refuse the continuation of these proceedings. The aforementioned limitation period ends at the earliest 3 months after the end of the suspension.

12.3. Claims due to unlawful conduct are in lapse after three years.

13. Passport, Visa, Customs, Currency and Health Regulations

13.1. We are responsible for informing citizens of the state in which the journey is advertised about the regulations for passport, visa and health regulations as well as possible changes prior to departure. Citizens of other states can obtain the necessary information from the responsible consulate.

13.2. We are not liable to the opportune issuing of the necessary visa by the respective diplomatic representation even if you instructed us to procure these unless we are responsible for the delay.

13.3. You yourself are responsible for the compliance with all regulations necessary for the fulfillment of the journey. All disadvantages, especially the payment of cancellation fees, which result from noncompliance with these regulations are your responsibility unless they result from culpable false or non-information by us.

14. Law and Place of Jurisdiction

14.1. Only German law is applicable to the entire legal and contractual relationship between you and us, even if you have no general address or place of business in Germany.

14.2. You can only sue us at our business address unless international treaties stipulate something else.

15. Invalidity of Individual Regulations

15.1. The invalidity of individual regulations of the travel contract does not result in the invalidity of the entire travel contract. The same applies to the present travel regulations.

Tour Operator:

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