

Travel Conditions

Dear Guest,

We are pleased to serve as agent for individual touristic services for you (vacation/holiday accommodations, event tickets, theater and concert tickets, etc.) as well as for travel package offers by 3rd party travel services according to our current booking offers.

The Hunsrück-Touristik GmbH acts as reservation/booking agency on behalf of and for billing by the host accommodations providers, providers of other services, or travel organizers. Contractual relations referring to arranged services arise only between the guest and the host accommodations providers, providers of other services, and/or travel organizer. These providers are responsible for performing the arranged services. Your contract partner is exclusively liable for providing the contracted services.

If a reservation is made between the guest and the Hunsrück-Touristik GmbH, it is only an agent contract. Within the framework of this agent contract, the Hunsrück-Touristik GmbH is obligated to provide comprehensive information, advisory services, and orderly processing of the arranged services. Therefore, in case of complaints, the guest is to contact the contract partner immediately (accommodations provider, provider of other services, travel organizer) and demand redress. If the contract partner does not provide remedy for the complaint, the Hunsrück-Touristik GmbH is prepared to provide arbitration.

Travel Conditions for package offers

The following travel conditions apply to package offers (the entirety of the travel services according to § 651 a article 1 German Civil Code. In the case of a booking, these conditions shall become, if agreed upon according to legal regulations, the content of the travel contract according to the legal regulations of §§ 651 a – m German Civil Code arising between you – subsequently named “guest” – and us – subsequently named “tourism agency.” Therefore, please read these regulations carefully.

Contract Conclusion

The guest can communicate the booking request verbally, in writing, by fax, e-mail, or Internet to the tourism agency. This booking request is still non-binding for the guest and does not represent a binding contract offer by the guest.

According to the booking request of the guest, the tourism agency shall communicate to the guest, normally in writing, by fax or e-mail (for brief inquires also by phone), a concrete offer with services, prices, and dates and offer the guest the conclusion of a binding travel contract on the basis of the services description in the offer.

The travel contract will be concluded upon receipt by the tourism agency of the written, faxed or e-mailed (for brief offers also verbally) acceptance declaration from the guest. Upon receipt of this acceptance declaration at the tourism agency, the travel contract is concluded as legally binding. The tourism agency shall communicate to the guest immediately a confirmation of the receipt of his/her acceptance declaration, including prices and services and, insofar as the tourism agency is subject to having insurance against insolvency, with the legally required security note. Such a confirmation is not necessary if the acceptance declaration is received at the tourism agency in fewer than 7 business days prior to departure.

If the acceptance declaration by the guest deviates from the booking offer by the tourism agency, a legally binding contract has not been concluded. A new acceptance declaration by the guest is necessary, binding

for the period of 10 days. The travel contract arises on the basis of this new offer only if the tourism agency accepts this altered offer within this period in written form or by fax or e-mail through a booking confirmation expressly confirming the alterations. If the tourism agency receives the guest's deviating acceptance declaration within fewer than 7 business days, the booking confirmation by the tourism agency can also be conducted verbally or by telephone.

The declaring guest is liable for all obligations of other registered tour participants covered by the travel contract, insofar as he/she has assumed these obligations through separate, expressed written declarations.

Payment

Payments against the travel price before the termination of the tour can be demanded or accepted only if the security note according to § 651 k Article 3 of the German Civil Code has been handed over. In a deviation from No. 2.1, a security note according to § 651 k of the German Civil Code shall not be handed over if

- a) the tour lasts no longer than 24 hours, does not include overnight stay, and the travel price does not exceed € 75.00;

- b) the tourism agency is a legal entity under public law whose assets are not subject to bankruptcy proceedings;

- c) if the travel services do not include transportation to and from the travel destination and if the total travel price is due only at termination of the tour according to the payment agreement arranged with the guest.

A down payment in the amount of 10% of the travel price is to be paid at contract conclusion (receipt of booking confirmation at the tourism agency); this payment will be deducted from the travel price. The remainder is to be paid three weeks prior to departure, when it is clear that the tour will be conducted and can no longer be cancelled, especially according to the reasons given in No. 7.2. To the extent that down payment prior to departure has been agreed upon, that the security note has been handed over, and that the tourism agency is prepared to provide and is capable of providing the contractual services, no claim to making use of the contractual services exists without complete payment of the travel price. The guest's right to withhold payment for a disputed price increase demanded by the tourism agency after contract conclusion will remain unaffected.

Services

The tourism agency's services obligation arises exclusively from the contents of the booking confirmation and from the description of the services in the brochure/offer by the tourism agency and from description of the services in the brochure/in the accommodations listings, and from the legally binding agreement made with the guest in written or verbal form.

Service providers (accommodations and food services, sports organizers, ski-lift operators, transportation operators for ship, bus, and other transportation operators) are not empowered by the tourism agency to issue warranties or to make agreements that exceed or contradict the travel advertisement of the tourism agency, its offer or booking confirmation or to alter the confirmed content of the travel contract. Municipal, hotel, or business brochures which were not published by the tourism agency are not binding for the agency, unless they were made a subject of the contractual services of the tourism agency through expressed agreement with the guest.

Alterations in Services and Prices

Alterations and deviations from the agreed upon content of the travel contract which become necessary after contract closure and which were not caused by the tourism agency against good faith are permitted, insofar as the alterations or the deviations are inconsiderable, do not lead to an essential change in the travel service, or do not impact the total plan of the booked tour. Potential guarantee claims remain unaffected, if the altered services are deficient. The tourism agency is obligated to inform the customer immediately about alterations in services or deviations from services. If need be, the tourism agency shall offer the guest a rebooking free of charge or cancellation free of charge.

Cancellation by the Guest, Rebooking

The guest can withdraw from the travel plans at any time prior to departure. Decisive is the receipt of the cancellation declaration at the tourism agency. The guest is recommended to declare the cancellation in writing. If the guest withdraws from the travel contract, or if he/she does not carry out the travel plans, the tourism agency can demand recompense for the incurred travel preparations and for their expenses.

Normally, expenses saved and normally potential other uses for the travel services are to be taken into account in the calculation. The tourism agency can require an unspecified compensation in a percentual relation to the travel costs, using the following compensation structure according to the proximity of the cancellation date to the contractually agreed upon departure date.

Package tours with accommodations in hotels, guesthouses, boarding houses

| | |
|---|-------------------------|
| up to 30 days prior to departure: | 10% of the travel costs |
| from the 29 th to the 22 nd day prior to departure: | 20% of the travel costs |
| from the 21 st to the 15 th day prior to departure: | 40% of the travel costs |
| from the 14 th to the 7 th day prior to departure: | 50% of the travel costs |
| from the 6 th day prior to departure: | 80% of the travel costs |

Package offers with accommodations in vacation/holiday apartments or private quarters

| | |
|--|-------------------------|
| up to the 45 th day prior to departure: | 5% of the travel costs |
| up to the 35 th day prior to departure: | 40% of the travel costs |
| from the 34 th day prior to departure: | 80% of the travel costs |

The guest can try to prove to the tourism agency that no or considerably lower costs were incurred than the agency's claim to the amount of unspecified compensation. In this case, the guest is obligated to pay the lesser amount of the costs.

Instead of the unspecified compensation, the tourism agency can claim its specifically incurred costs as damages according to existing legal regulations. In this case, the agency is obligated to specify and document to the guest its expenses in detail.

If the guest wishes to make changes (rebooking) concerning the travel date, the accommodations, or the kind of food services, or additional booked services (for example, spa applications, bicycle rentals, ski pass, concert and/or theatre tickets) after contract conclusion for a date falling within the time period of the travel advertisement, the tourism agency can charge a rebooking fee in the amount of €10.00 per alteration procedure for package offers with accommodations in hotels, guesthouses, and boarding houses up to the 31st day prior to departure, for package offers with accommodations in vacation/holiday apartments or private quarters up to 45 days prior to departure. A guest's rebooking wishes occurring after expiration of these periods, insofar as implementing them is still possible, can be carried out only after withdrawal from the travel

contract on the terms and conditions according to No. 5.3 and including a new booking. This does not apply to rebooking wishes incurring only minimal costs.

The Hunsrück-Touristik GmbH strongly recommends a travel cancellation insurance policy.

Services not Used

If the guest cannot make use of individual travel services as a result of departure earlier than planned or for other compelling reasons, the tourism agency will endeavor to obtain reimbursement from the service providers for expenses not incurred. This obligation does not apply if the services are completely immaterial or if legal or official regulations prohibit a reimbursement.

Withdrawal and Notice of Cancellation by the Travel Organizer

The tourism agency can cancel the travel contract without prior notice after the start of the tour if the guest strongly disrupts the implementation of the tour despite a warning by the tourism agency or its representatives, or if the guest acts in such a manner contrary to contract that the immediate cancellation of the contract is justified. If the tourism agency cancels the contract, it retains the claim to the travel price; however, it must make allowance for the value of the expenses saved as well as for those benefits that the traveler draws from different uses of those services not used, including those amounts credited by service providers. If the minimum number of participants as required in the travel advertisement is not reached, the tourism agency can cancel the travel contract as stipulated in the following regulations:

- a) The tourism agency is obligated to inform the guest immediately of the travel cancellation when it is certain that the tour will not be carried out due to fewer participants than the minimum number.
- b) The tourism agency is not permitted to cancel the contract later than 3 weeks prior to departure date.
- c) If the tour is cancelled, the guest can demand participation in another equivalent tour if the tourism agency is able to offer such a tour from its tour listings without additional price for the guest. Immediately after the declaration on the tour cancellation, the guest shall assert this claim toward the tourism agency.

Limitation of Liability by the Tourism Agency

The contractual liability of the tourism agency for damages that are not bodily damages to the guest is limited to three times the travel price,

- a) insofar as damage caused to the guest is neither premeditated, nor grossly negligent, or
- b) insofar as the tourism agency is responsible for damage to the guest solely through the fault of one of the service providers.

Guarantee, Cancellation by the Traveler, Obligation of Disclosure

If the tour is not conducted as stated in the contract, the traveler can demand redress. The tourism agency can refuse redress if that requires a disproportionate time and effort. The tourism agency can also generate redress in such a way that it provides an equivalent substitute service.

The traveler can demand a corresponding reduction (decrease) of the tour price for the period during which the tour is not conducted as stated in the contract. The tour price is to be reduced in relation to the value of the complaint-free tour as it would have been valued at time of the sale to the actual value. The tour guest is obligated to report his/her complaint immediately to the tourism agency or to the agency named to the traveler for this purpose. If the traveler culpably neglects to report a shortcoming, a claim to price reduction

does not come into effect. If a tour is considerably compromised as a result of a shortcoming and the tourism agency does not provide redress within an appropriate time, the traveler can cancel the contract within the framework of the legal regulations – in his/her own interest and, for reasons of documentation, it is expedient to put the declaration in writing. The same applies if the traveler cannot be expected to begin the tour as a result of a shortcoming for reasons plausible to the tourism agency. It is not necessary to determine a time limit for redress only if redress is impossible or is refused by the tourism agency, or if the immediate cancellation of the contract is justified by a special interest of the traveler. The traveler shall owe the tourism agency the portion of the tour price for the used services, insofar as these services turned out to be what he/she could expect. Irrespective of the reduction or the cancellation, the traveler can demand compensation due to non-performance, unless the shortcoming in the tour is based on a circumstance the tourism agency is not responsible for.

Exclusion of Claims and Statute of Limitations

The guest must assert claims against the tourism agency for compensation due to non-performance of the contractual tour within one month after the planned end of the tour as stated in the contract. After this period, the traveler can still assert claims if he/she has been prevented from complying with this time limit through no fault of his/her own. A guest's claims under the German Civil Code §§ 651 c to f BGB lapse after a year from the planned tour end as stated in the contract. If negotiations are pending between the tourism agency and the guest concerning asserted claims or the conditions based on the claim, the statute of limitations is to be suspended until the guest or the tourism agency refuses to continue the negotiations. The aforementioned limitation period of one year shall end at the earliest 3 months following the end of the suspension.

Applicable Law and Place of Jurisdiction

German law applies exclusively to all legal and contractual relationships between the tourism agency and guests who have no general residency or place of business in Germany.

Implementation

The guest can sue the tourism agency only at its place of business.

The residence of the guest is determining for suits by the tourism agency against the guest, unless the suit is directed against registered merchants, legal entities of public or private law, or persons whose residence or normal habitation is abroad, or whose residence or normal habitation at the time of filing the complaint is unknown. In these cases, the place of business of the tourism agency is determining.