

General travel conditions for package tours

Preamble

Welcome to SwabianTravel!

Our travel conditions will inform you about the services we provide, what the company stands for as well as your obligations towards Swabian Travel. In addition to the legal provisions set out in the travel agreement law in Sections 651 et seq. , the following travel conditions are agreed between you as traveler and Swabian Travel as your tour operator:

1. Conclusion of travel agreement

1.1. Upon your travel registration (booking) you as a customer offer us as your tour operator the conclusion of a binding travel agreement.

1.2. Your travel registration may be made in writing, verbally, by telephone or electronically (via e-mail or Internet booking machine).

1.3. The travel agreement is concluded upon acceptance by Swabian Travel (booking confirmation). Acceptance does not require any particular form.

1.4. Travel registration is made for you and all participants listed in the registration.

1.5. If our registration declaration or booking confirmation deviates from the content of your registration, a new offer shall be available from us which Swabian Travel is bound to for 10 days from receipt of confirmation. You may either expressly accept the new offer within that period or by conclusive declaration (by payment of the tour price, for example).

1.6. Upon acceptance, the itinerary of the respective trip, general travel conditions and the supplementary information of Swabian Travel become part of the agreement.

2. Data protection

We commit ourselves to the confidential treatment of personal data and to a limitation to actions that comply with legal requirements of the Federal Data Protection Act (BDSG) and Basic Data Protection Ordinance (DSGVO).

3. Content of travel agreement and contractually agreed services

3.1. The content of the travel agreement reflects your booking and our booking confirmation. Unless otherwise expressly agreed at the time of booking and in the booking

confirmation, travel agreements include travel conditions, individual services listed in the invitation to tender and descriptions of individual trips featured in the travel brochure.

3.2. Any amending or supplementary agreements to the individual services listed in the invitation to tender and to travel conditions are expressly subject to written agreement with Swabian Travel. Travel agencies are not authorized to make assurances or amend or supplement agreements that deviate from the content of the invitation to tender or the travel conditions.

4. Secured payment certificate, down payment and payment of tour

4.1. In the event of travel services being cancelled due to Swabian Travel's inability to pay or insolvency, the reimbursement of the paid travel price and additional necessary expenses for the return journey after commencement of the journey shall be covered by the travel price secured payment certificate in accordance with § 651r German Civil Code (BGB). All payments on the tour price, including down payment, are to be made only if the secured payment certificate is available in the sense of § 651r German Civil Code. The travel price secured payment certificate will be dispatched to you together with the booking confirmation.

4.2. A deposit of 20% of the tour price is due upon receipt of the booking confirmation and travel price secured payment certificate. The remaining balance is due 21 days prior to the start of the tour. The exact maturity date is fixed in the confirmation. If bookings are made less than 14 days prior to the start of the trip, the entire travel price is due immediately upon receipt of travel documents and secured payment certificate.

4.3. Without full payment, customers have no claim to the travel service by Swabian Travel, even if due date prerequisites of the travel price are complied with.

4.4. If, by the start of the tour and in accordance with agreed due date payment, the tour price has not been paid in full in spite of a reasonable deadline being set, Swabian Travel shall be entitled to withdraw from the travel agreement and demand compensation in keeping with statutory provisions pursuant to § 323 German Civil Code.

4.5. Cancellation compensation, processing and rebooking fees as well as insurance premiums are due immediately upon occurring.

4.6. Payments may be made by bank transfer. In some instances, payment via PayPal and its payment options is possible.

5. Changes to price and travel agreement after booking

5.1. In principle, travel prices stated on our website, the travel catalogue or brochure are binding for Swabian Travel. However, the company reserves the right to unilaterally increase the tour price by up to 8% if such increase becomes necessary immediately as a result of higher transport costs upon conclusion of contract. This may be due to raised costs of fuel or other energy sources, an increase in taxes and other charges for agreed travel services such as tourist taxes, port or airport fees or a change in exchange rates applicable to the tour in question.

5.2. Swabian Travel is obliged to inform you, by way of a permanent data carrier, of any unforeseen price increases and their reasons at least 20 days before the start of the journey.

5.3. Swabian Travel must also inform you on how changes in the tour price are calculated. The company is under obligation to reduce the tour price if taxes, prices or exchange rates stated under 5.1. have changed upon conclusion of the agreement and prior to starting the tour, should such changes lead to lower costs for Swabian Travel. The company, however, is entitled to deduct from that amount any administrative expenses incurred.

5.4. If the price increase exceeds 8% of the tour price, Swabian Travel may offer a corresponding price increase and ask you to accept the raised price offer or, alternatively, join another (substitute) tour, determined by Swabian Travel within a reasonable period, or declare your withdrawal from the agreement.

5.5. Other than the travel price, Swabian Travel is entitled to unilaterally change contractual conditions if such changes are of an insignificant nature. In the event of substantial changes to the travel agreement, clause 5.4. shall apply mutatis mutandis if, due to circumstances occurring after conclusion of the travel agreement, Swabian Travel can organize the tour only either subject to substantial changes to one of the essential characteristics of the travel services pursuant to Art. 250 § 3 No. 1 EGBGB (Introductory Act to the German Civil Code) or only upon deviating from customers' specific requirements that are part of the travel agreement. Up to the start of the journey Swabian Travel may make you an offer for other changes to the agreement.

5.6. Upon expiry of the reasonable period determined by Swabian Travel, the offer concerning the price increase or other contract amendments shall be deemed accepted.

5.7. In the event of customers withdrawing from the travel agreement, clause 6.3. shall apply accordingly. Customers are entitled to a reduction claim pursuant to § 651m German Civil Code, if they accept the offer to either change the travel agreement or take part in a substitute trip, and if the new trip is not of at least the same quality as the one originally owed. If the trip is of equivalent quality and entailing lower costs for Swabian Travel, the difference shall either be reimbursed by the company or is no longer owed by the customer.

6. Travelers' withdrawal, rebooking and additional costs

6.1. Trips may be canceled at any time before the start of the trip (cancellation). We recommend declaring your withdrawal in writing as receipt of withdrawal declaration shall be decisive for calculating any lump-sum cancellation compensation.

6.2. Insofar as Swabian Travel is not responsible for the cancellation and there is no case of § 651h para. 3 German Civil Code, Swabian Travel may demand reasonable compensation for any travel arrangements made and expenses incurred up to the time of cancellation, depending on the respective travel price, if customers cancel before the start of the journey or fail to cancel the travel agreement.

6.3. Instead of a definite calculation of any cancellation compensation, Swabian Travel may claim the following flat-rate cancellation compensation in the event of customers canceling their travel agreement prior to commencement of travel (cancellation):

- up until 90 days prior to travel - 20%
- up until 60 days prior to travel - 40%
- up until 30 days prior to travel - 60%
- up until 15 days prior to travel - 70%
- from 14 to 4 days prior to travel – 80%
- from 3 days prior to travel or not turning up – 100%

6.4. Cancellation compensation shall be calculated based on the total trip price concerned and receipt of cancellation notice. Flat-rate cancellation costs listed in clause 6.3. are ascertained taking into consideration any expenses usually saved and sales usually possible through other use of travel services.

6.5. Rebooking (e.g. travel date, destination, accommodation, booking classes or flight connections) is, in principle, only possible upon withdrawing from the travel agreement (cancellation) subject to conditions stated in clause 6.3. and making a new booking at the same time.

6.6. If additional costs for contractual services or assistance services pursuant to § 651q BGB (e.g. change of flight reservation or ticket in the event of incorrect name details) are incurred in the preparation or execution of the trip due to circumstances customers are responsible for, Swabian Travel may demand reimbursement from its customers.

7. Transfer of travel agreement

7.1. While you may transfer your booked trip to another participant (third party), Swabian Travel must be advised of this change immediately i.e. no later than 7 days before the start of the trip. Decisive for compliance with the deadline shall be receipt date of your declaration by Swabian Travel.

7.2. Information of transfer must be provided on a permanent data carrier, e.g. by email or letter.

7.3. Swabian Travel may object to the third party if the party does not fulfil contractual travel requirements.

7.4. If a third party enters into the agreement, both customers and their substitute shall be jointly and severally liable for the travel price and additional costs incurred by the third party.

7.5. Swabian Travel must provide customers with proof of additional costs actually and reasonably incurred.

8. Withdrawal and termination by SwabianTravel

8.1. Swabian Travel may terminate a travel agreement without notice if customers or their fellow travelers, to the extent customers are responsible for their fellow travelers' contractual obligations, permanently disrupt the execution of the trip irrespective of warnings by Swabian Travel or in the event of any behavior that is strongly contrary to the travel agreement (disrupter). Should Swabian Travel terminate a trip, the company shall reserve the right to claim the tour price. Any additional costs for return transport shall be borne by the disrupters themselves. The value of any saved expenses and benefits obtained from other non-used services, however, shall be credited to customers including possible reimbursements by service providers.

8.2. If unavoidable, extraordinary circumstances prevent Swabian Travel from fulfilling the travel agreement, the company shall be entitled to withdraw from the agreement.

8.3. Swabian Travel may equally withdraw from the travel agreement if the minimum number of participants specified in the agreement is not reached. In such case, Swabian Travel must give reasons for canceling the agreement no later than 20 days prior to departure for trips longer than 6 days, 7 days prior to departure for trips of at least 2 days and a maximum of 6 days, 48 hours before the start of the journey for a trip of less than 2 days.

9. Warranty and travelers' rights in case of poor quality travel

9.1. If trips are not performed in accordance with the travel agreement, customers may demand remedies. Swabian Travel may refuse remedies should they require disproportionate efforts. Swabian Travel may also remedy situations by providing a substitute service of equal or higher value.

9.2. For the duration of a travel service by Swabian Travel which does not meet a contractually agreed performance, customers may demand a corresponding reduction of the tour price (discount). The travel price is to be reduced to a value the journey would have had at the time it was booked compared to the poor quality journey. Customers are not entitled to a reduction in the tour price if they culpably fail to report the defect or do not grant Swabian Travel the opportunity to remedy the situation.

9.3. If the trip is considerably impaired as a result of a defect and Swabian Travel fails to remedy the situation within a reasonable period of time, customers may terminate the travel agreement within the framework of statutory provisions. In customers' own interest and in order to preserve evidence, such termination must be subject to written form. Determination of a remedy deadline may not be necessary if the remedy is impossible to carry out or is refused by Swabian Travel, or if immediate agreement termination is justified by a special interest on the part of the customer. Inasmuch as such services were of interest to our customer, the customer shall owe to Swabian Travel the amount of the travel price attributable to the services used.

9.4. If Swabian Travel is responsible for circumstances that lead to a trip of poor quality, customers may claim damages. Their right to reducing the tour price or terminate the travel agreement remains unaffected by the assertion of damages. In addition, it is pointed out that in the event of contributory negligence (contributory negligence) on the part of customers when a damage occurs, or in the event of failure to draw our attention to the risk of an unusually high damage, or in the event of failure to avert the damage and mitigate, statutory consequences (§ 254 German Civil Code) may ensue.

10. Rights and duties of the tour guide

10.1. Notification of defects and requests for remedy during the trip shall be addressed to our tour guides and/or local representatives who, where possible and necessary, shall be instructed to provide remedy. Customers are not entitled to recognize or accept any claims for reduction or damages against Swabian Travel.

10.2. Termination of the travel agreement by Swabian Travel (e.g. in case of force majeure) may also be declared by the tour guide and/or local representative authorized to do so.

11. Liability of SwabianTravel

11.1. Swabian Travel's liability for the agreed services is governed by statutory provisions and includes conscientious travel preparation, careful selection and monitoring of service providers, correct description of all travel services stated in the catalogues and brochures, unless Swabian Travel declared a change to the stated information prior to conclusion of the contract. Our company shall be liable for the proper provision of the contractually agreed

travel services, excluding any information stated in hotel, town and ship brochures not published by Swabian Travel.

11.2. Contractual liability for damages, which are not bodily injuries, is limited to three times the travel price, as far as the damage was not culpably caused by Swabian Travel or a service provider appointed by Swabian Travel who is solely responsible for the resulting damage. Legal regulations which limit or exclude liability, which are based on international agreements and to which a service provider appointed by Swabian Travel may refer, shall also apply in our favor.

11.3. Swabian Travel shall be liable up to three times the travel price for damages resulting from tort which are neither based on intent or gross negligence nor connected with injury to life, limb or health. Maximum liability shall apply per person and trip.

11.4. In the event of damage to baggage, a damage notice must be submitted to the responsible airline immediately after discovery of the damage. In the event of loss of baggage, report must be made within 7 days of posting and in cases of delay within 21 days after the baggage has been made available to the recipient.

11.5. If carriage is provided in scheduled services outside our package offer and a matching ticket is issued to you for this purpose, Swabian Travel shall provide external services to the extent expressly referred to in the travel or event advertisement and travel confirmation. Swabian Travel is therefore not liable for the provision of the transport service itself. Any liability in such case shall be governed exclusively by service providers' transport regulations to which our customers are expressly referred and which are made available to them on request.

11.6. Swabian Travel shall not be liable for service disruptions, personal injury or damage to property in connection with services merely brokered as third-party services, if such services are specified in the travel catalog, brochure, travel advertisement or travel confirmations providing those services do clearly not form part of our contractual travel services.

12. Facilitation of third-party services

12.1. Excursions, sightseeing flights, visits to theatres, exhibitions, sports and other special events, insofar as they are expressly designated as third-party services provided by third-party service providers, are merely arranged by local tour guides and representatives. In particular excursions and other events mentioned in detailed itineraries referred to as "opportunity" or "possibility", are exclusively services provided by external service providers.

12.2. Information on facilitated services of third-party service providers is based exclusively on their information provided to Swabian Travel and does not represent any assurance on our part to our customers.

13. Exclusion of revocation right

The right of revocation is excluded. Even as consumers, customers are not entitled to a right of revocation.

14. Statute of limitations

14.1. Claims arising from the travel agreement due to defects and claims referring to an interest also covered by travel agreement claims shall become statute-barred after two years. The limitation period begins on the day the trip should end according to agreement.

14.2. In all other matters and in the case of defects fraudulently concealed by Swabian Travel, the regular statutory period of limitation shall apply.

15. Executing air carrier

According to EU Regulation no. 2111/2005 of 14.12.2005, Swabian Travel as organizers of air travel are obliged to inform you of operating airline's identity at the time of booking. If the operating air carrier is not yet known at that time, the most likely operating air carrier must be stated first.

16. Reconfirmation of return flights

Airlines and national coordinating authorities are responsible for flight plan design and compliance. In some cases, changes at short notice concerning flight times, routing and aircraft cannot be avoided. Customers are therefore obliged to obtain information about exact return flight times directly from the airline prior to their return flight and to having their return flight confirmed. Possible customer claims due to unreasonable changes in performance remain unaffected.

17. Passport, visa and health regulations

17.1. Prior to conclusion of the travel agreement and of any changes thereto prior to commencement of the journey, Swabian Travel shall inform nationals of a country of the European Community in which the journey is offered concerning provisions of passport, visa and health regulations. Citizens of other countries may receive relevant information from their competent consulates. It is assumed that neither customers traveling nor their fellow travelers reveal any unusual specifics such as dual citizenship or statelessness, for example.

17.2. Our customers are responsible themselves for obtaining and carrying the travel documents required by authorities, any necessary vaccinations and compliance with customs and foreign exchange regulations. Disadvantages resulting from non-compliance with these regulations, e.g. payment of cancellation costs, shall be borne by the customer. This does not apply if Swabian Travel informed customers inadequately or incorrectly.

17.3. Swabian Travel shall not be liable for the timely issue and receipt of necessary visas by respective diplomatic representations, if customers instructed them to procure them, unless Swabian Travel culpably breached its own obligations.

17.4. Customs and exchange regulations are very strict in various countries. Please inform yourself exactly and follow the regulations unconditionally.

17.5. Some countries require certain vaccination certificates whose date of issue must not be less than 8 days and not exceed 3 years (smallpox) or 10 years (yellow fever). Such vaccination certificates must also be presented to German authorities if customers return from certain countries (e.g. Africa, Middle East).

17.6. Customers should inform themselves in good time regarding infection and vaccination protection as well as prophylactic measures. If necessary, customers should seek medical advice on thrombosis and other health risks. In this regard, express reference is made to general information, in particular from health authorities, doctors experienced in travel medicine, tropical medicine specialists, travel medicine information services or the Federal Centre for Health Education.

17.7. To cover any repatriation costs in the event of accident or illness, Swabian Travel recommends taking out a travel cancellation insurance and foreign health insurance. Please contact our office in this regard.

18. Non-assignment clause

Any assignment of customers' claims against Swabian Travel is excluded. This non-assignment clause applies to all claims arising from the travel agreement and related to it, as well as claims arising from unlawful acts and unjustified enrichment. Judicial assertion of the aforementioned claims by third parties in their own name shall also be inadmissible.

19. Invalidity of individual provisions

If individual provisions of the contractual relationship including these General Terms and Conditions should be invalid, the validity of the remaining provisions shall be unaffected.

20. Applicable law and place of jurisdiction

20.1. The language of the travel agreement is German.

20.2. The law of the Federal Republic of Germany shall apply exclusively. Neither the UN Convention on Contracts for the International Sale of Goods nor German international private law shall apply.

20.3. If customers are merchants, legal entities under public law or a special fund under public law, or if customers do not have a general place of residence in Germany, the exclusive place of jurisdiction for all claims arising from or in connection with the contractual relationship shall be the registered office of Swabian Travel.

21. Settlement of consumer disputes

Swabian Travel does not participate in dispute settlement proceedings before consumer arbitration bodies. Nevertheless, we are obliged to draw your attention to Online Dispute Settlement Platform (OS platform), valid throughout the EU:

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

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