

Terms and conditions of viventura Reisen GmbH

1. Registration and confirmation

1.1. With the reservation of a tour the applicant offers viventura Reisen GmbH a travel contract orally, by telephone, in writing, by fax, post or on the on-line reservation forms. The travel contract is realized with the acceptance of the registration by viventura Reisen GmbH. viventura Reisen GmbH informs the customer about the conclusion of a contract with a written confirmation of their reservation.

1.2. If the content of the travel confirmation deviates from the content of the registration, this is expressly pointed out in the travel confirmation. viventura Reisen GmbH is bound to the new offer for 10 days. The contract comes into existence on the basis of this new offer if the applicant explains the acceptance in writing, orally or by achievement of the deposit or the final payment within this term.

1.3. The registration is realized through the applicant also for every participant listed in the registration. The applicant is the same way responsible for the contract obligations of the above mentioned participants as well as for his own contract obligations, in case he made himself responsible and has taken over the obligation by explicit and separate explanation.

2. Payment

2.1. With the conclusion of the contract and the receipt of the travel price voucher to assure your payment there is a deposit at the rate of 20% required. It is credited on the travel price.

2.2. The final payment must be paid unsolicited 28 days before travel commencement, in case that the client has received the voucher and the tour cannot be cancelled according to article 7.1.. Please consider the postal and transfer terms.

2.3. With short-term registrations within 28 days of the tour, the whole travel price becomes immediately due for payment after receiving the voucher.

3. Services

3.1. Which achievements are agreed by contract, arises from the achievement descriptions and from the relation-taking information in the travel confirmation.

3.2. The viventura Reisen GmbH expressly reserves itself to explain a change of the achievement descriptions from essentially entitled, considerable and not predictable reasons before completion of the contract about which the traveller is informed before completion of the contract of course.

4. Service- and price changes

4.1. Changes or divergences of the single travel achievements of the agreed contents of the travel contract which become necessary after contract end and were not caused by viventura Reisen GmbH against Faithfully and faith are permitted, as far as the changes and divergences are not considerable and do not affect the whole cutting of the booked trip. Possible guarantee claims remain untouched, as far as the changed achievements with defects are afflicted. The viventura Reisen GmbH is obliged to inform the customer about essential achievement changes immediately

4.2. Price changes are only possible after end of the travel contract, - if transport charges or deliveries have increased for certain achievements, like port charges or airport taxes, after end of the contract and the circumstances leading to the rise were neither stamped before completion of the contract nor foresaw for viventura Reisen GmbH or if the exchange rates applying for the concerning trip have changed, and - in the extent, as under figure 1. described rise or change per person or per seat affects the travel price, and - if between the access of the travel confirmation and the agreed travel beginning more than four months lie.

Should this be the case, the customer is immediately informed of it. The price increases which

are required from the 28th day before the agreed travel appointment are not allowed.

4.3. In the case of a price increase about more than 5% or a considerable change of an essential travel achievement the traveller is entitled to withdraw without fees from the travel contract or to require the participation in an at least equivalent trip if viventura Reisen GmbH is able to offer such a trip without extra charge from her offer.

4.4. The traveller has to assert these rights immediately after the explanation of viventura Reisen GmbH about the price increase or change of the travel achievement.

5. Resignation by the travel guest, transfer postings, spare people

5.1. The traveller can withdraw any time before the travel beginning from the travel contract. It will get from arguments to explain the resignation in writing. The access of the resignation explanation with viventura Reisen GmbH is decisive.

5.2. If the customer withdraws from the travel contract, viventura Reisen GmbH may demand an adequate compensation for the realized travel arrangements and expenses, whereby the amount of compensation is determined by the tour value minus the value of the savings in operating expenses and the value of possible income through any other means of purchased travel services. viventura Reisen GmbH can calculate this claim counting the cost precise or using flat rates. A compensation using flat rates can be calculated as follows:

- 30+ days before departure 20% of the tour price.
- From 29 to 15 Day before departure 30% of the tour price.
- From the 14th to 7 Day before departure 50% of the tour price.
- From 6 Day before departure 70% of the tour price.
- From the date of departure 90% of tour price.

In both ways of compensation - precise or flat rate calculation – it is the customers responsibility to prove whether the amount of compensation is the declared amount or different to which was declared by viventura Reisen GmbH.

5.3. Until the start of the journey, the traveller may require that a third party takes over the rights and obligations of the contract and participates on the tour. This third party, which is entering into the contract and the original traveller are the same way liable to travel operator as joint debtors for the travel price and the extra cost incurred by the entry of the third party. The tour operator can negate the participation of the third party if he does not meet the special travel requirements or if his participation is against statutory provisions or administrative orders.

6. Engaged Services

If the participant withdraws particular travel services due to premature return or because of other compelling reasons, which are attributable to him, viventura GmbH will endeavour to get an appropriate reimbursement of the saved expenses from the service providers.

7. Withdrawal and cancellation by the tour operator

7.1. If the tour description explicitly point out that there has to be reached a minimum number of participants and this number is not reached, viventura Reisen GmbH can withdraw from the contract. In this case the minimum number of participants, as well as the declaration about the particular time until the traveller has to be informed about that the number of the participants has not be reached and the tour has been cancelled, has to be clearly announced in the prospectus. viventura Reisen GmbH will inform the customer immediately after entry of the condition that the tour is not feasible at the latest 28 days before the travel commencement and will offer him to the resignation until this time. The travel price will be immediately refunded.

7.2. If the traveller is disturbing, despite a corresponding warning or is violating in such a manner that the continuation of the contractual relationship until the agreed termination or expiration of a cancellation period is unreasonable, viventura Reisen GmbH may terminate the travel contract extraordinarily without notice. In this particular case viventura Reisen GmbH reserves the right of the tour price minus saved expenses and if necessary, the reimbursements by service providers or other benefits which they have obtained from other use of rendered services, including obtained revenues from service providers. The interferer

covers any additional costs for the return trip.

8. Termination of the contract due to act of nature beyond control

If the tour is complicated, threatened or impaired due to a not foreseeable act of nature beyond control both parties, the viventura Reisen GmbH as well as the traveller, may terminate the contract, as it determined in the BGB § 651j. If the contract is terminated, the viventura Reisen GmbH reserves the right to claim an adequate compensation for the already rendered or still to be rendered travel services as it is determined in § 651e Abs.3 S.1 and 2, Abs.4 p.1. The viventura Reisen GmbH is obliged to take necessary measures, in particular, if the contract includes the return of the travellers back to their country. The additional costs for the return are bared fifty-fifty from both parties. Every further additional cost will be covered by the traveller.

9. Warranty

9.1. Remedy - If the tour is not provided conventionaly, then the traveller may require remedial action. The viventura Reisen GmbH may deny the remedy if this requires a disproportionate effort. The viventura Reisen GmbH may also realize a remedial action that way, that it offers an equal or higher valued replacement. The traveller has to declare any deficiencies and address this request immediately to the local tour guide or call the phone number indicated below.

9.2 Termination of the contract - If a trip is affected significantly due to a defect and the viventura Reisen GmbH does not fix the problem within a reasonable time, it is within the possibility of the traveller to cancel the travel contract as part of the statutory conditions, which for reasons of proof is recommended to be done with a written statement. It is not necessary for the customer to set a reasonable time for the remedy, if it is not possible to take remedial action or this is denied by the viventura Reisen GmbH, or if the immediate termination of the contract is justified with a special interest of the traveller and is recognizable for the viventura Reisen GmbH.

9.3 Compensation - The traveller can in case of a deficiency demand reduction without prejudice to deterioration or termination, unless the deficiency of the tour is based on a circumstance whose declaration is not the responsibility of the viventura Reisen GmbH.

10. The tour operator's liability, limitation of liability

10.1. The viventura Reisen GmbH is liable under the statutory provisions.

10.2. The contractual liability of viventura Reisen GmbH for damages, not including personal injuries is limited to three times the tour price, in case that the damage has not been caused intentionally or through gross negligence conduct or if viventura Reisen GmbH is responsible for the incurred damage of a traveller because of the damage caused by a service provider. The above limitations are not applying to claims for the loss of baggage which are declared after the Montreal Convention.

10.3. viventura Reisen GmbH is not liable for disorders of performance, persons and property in connection with services which are merely provided as outsourced services (eg. excursions, tours, visits to theatres, sports events, exhibitions, special events, optional offers of local organizer). If such tour benefits are, in the tour and the booking confirmation and under declaration of the contractor, explicitly declared as external services, so that they make, recognizable for the customer, not part of the travel services from travel viventura GmbH, viventura Reisen GmbH is not liable for deficiencies in services. However viventura Reisen GmbH makes himself responsible for services which include the transportation of the customer from the announced starting point of the booked tour, the intermediate transportation during the journey and including the accommodation during the trip, and also when and where the damage of the customer is caused by the breach of duty according to educational, organizational or obligational reason caused by the organizer.

10.4. If for a travel service apply international agreements or agreements that base on such statutory provisions under which a claim for damages does only work out under certain conditions or restrictions or is excluded under certain premisses, viventura Reisen GmbH may plead at this against the customer.

11. Obligation of travellers

11.1. The traveller is required to contribute occurring disturbances in the context of the statutory provisions relating to the mitigation requirement to avoid or minimized possible damage.

11.2. The passenger is particularly obliged to inform the local tour guide immediately about his objections. The written form is recommended. The tour administration is mandated to take remedial action, if it is possible. The tour administration is not authorized to demand compensation. If there is no tour administration present, the viventura Reisen GmbH has to be informed at his place of business (see below for address and phone number).

11.3. If the traveller is guilty of neglecting a deficiency, a claim of mitigation can not be given.

12. Exclusion of claims and limitation

12.1. Claims for non-conforming provision of the tour have to be asserted by the traveller within one month after the contractual end of the journey towards viventura Reisen GmbH. After the deadline, the traveller may only claim if he was hindered at the adherence of the deadline without without its fault or if he makes a tort claims.

12.2. Travel contractual claims of the passengers in accordance with § § 651c to 651f BGB barre within one year. The period begins with the day on which the tour should end according to the contract. If there exist active trials between the customer and the tour operator where there are negotiation about the claim or the circumstances of the claim, then the limitation period is suspended until the client or the travel operator deny the trial. The limitation period shall expire no earlier than 3 months after the end of inhibition Claims in tort are subject to the statutory limitation period.

12.3. It should be noted that for claims of luggage or baggage delay or damages under the Montreal Convention should be displayed within 7 days for baggage loss, and within 21 days after delivery delay of baggage, whereby it is recommended to spot the damage immediately to the competent airline. Likewise a loss, a damage or misdirection of baggage has to be announce to the local tour guide or tour operator.

13. Passport and visa requirements, health regulations Police

13.1. The viventura Reisen GmbH ensures to inform citizens of the State in which the tour is offered before the start of the journey about the regulations of Passport and Visa-requirements and health formalities (e.g., mandatory vaccinations and police clearances) which are required for the journey and the delay, and eventual changes. For nationals of other countries the responsible consulate provides any information.

13.2 Any traveller who in possession of a valid passport (national identity card, passport) - possibly with a visa - is responsible for the compliance of passport, immigration, immunization, foreign exchange and customs must be responsible. All kind of disadvantages (e.g. the payment of cancellation fees) which arising from the failure to comply with these requirements are for the account of the traveller, except those who are caused by a culpable false or not transmitted information of viventura Reisen GmbH.

13.3 The viventura Reisen GmbH is also not liable for the timely issuance and access of necessary visa by the respective diplomatic representation if, in exceptional cases the viventura Reisen GmbH is responsible for the procurement of visas unless that viventura Reisen GmbH is responsible for the delay.

14. Information requirements on identity of the executing airline company

The EU Regulation to inform passengers about the identity of the executing airline company obligates the tour operator, to inform the customer about the identity of the operating airline and all the flight transportation services to be provided in the context of booked tour at the time of booking. If at the time of booking the airline company has not yet been determined, viventura Reisen GmbH is committed to inform the customers about the airline(s), which will

probably provide the flight(s). viventura Reisen GmbH is also committed to inform the customers about a change of the executing airline. All reasonable steps must be realized immediately to ensure that the customer is informed as soon as possible about the changes. The Black List is available on the website of the EU <http://air-ban.europa.eu> available and is updated continuously.

15. Ineffectiveness of individual provisions, applicable law

The ineffectiveness of individual provisions of the travel contract does not invalidate the entire travel contract. This agreement is governed by German law.

16. Agencies

The journeys published in this context are organized by the travel operator viventura GmbH.

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