

General Terms of Service

The following terms of service apply to package tour contracts from CORSO .. die reiseagentur (hereinafter CORSO) which fall directly under the German Civil Code (hereinafter BGB) article 651a ff. These terms will govern any tourist travel contract between the customer and the tour operator, which the parties willingly and effectively enter into. The terms supplement and expand the provisions of article 651 a to y of the BGB and articles 250 and 252 of the Introductory Law to the Civil Code (hereinafter EGBGB).

1. Registration / Conclusion of a Contract

1.1. Tour Registration

Through a written or verbal (given in person or over the telephone) tour registration we receive a binding tourist travel contract offer. The registration also applies to every other participant listed therein. The registrant is responsible for the fulfilment of the contract or contractual commitments of their own, as well as for those of other persons registered by her/him by an explicit and separate declaration.

The contract comes into effect by our acceptance of the registration. At the point of conclusion of the contract or immediately thereafter we will send the customer a travel confirmation in form of a permanent data carrier, in accordance with the law, unless the customer is entitled to a travel confirmation in paper form according to article 250 paragraph 6 of the EGBGB, which is the case when both parties are physically present, in or outside of our offices. If the contents of the confirmation deviate from the contents of the registration, these are considered to be a new offer which we are bound by for 10 days.

The parties enter into a contract on the basis of this new offer, provided the tour operator has pointed out the changes made to the offer and thus fulfilled their pre-contractual obligations of informing the customer, and by an explicit confirmation by the customer, or an action of confirmation, such as making a down payment or a full payment. The pre-contractual obligations of information given to the customer about the essential characteristics of travel services, the price of the travel and all additional costs, the payment arrangements and cancellation fees (in accordance with article 250 paragraph 3 items 1, 3 to 5 and 7 EGBGB) form a part of the travel contract unless other terms have been explicitly agreed upon by the parties. Please note that due to legal requirements (article 312 g paragraph 2 line 1 item 9 BGB) applying to all above mentioned methods of booking, there is no right of withdrawal from a package tour contract after the contract has been made through distance selling. A withdrawal and cancellation of the contract is still possible with regard to the rule in item 2.

1.2. Third party services

When providing single services as an intermediary on behalf of a third party company, e.g. services functioning as stepping-stones within your tour, such as car rental, hotel stays on self-guided tours, excursions etc., the conclusion and terms of a contract depends on the terms of the customer's contract partner, to the extent of which such a contract has been established. In all other cases these terms of service of CORSO exclusively apply.

1.3. Payment of tour price

Payments on the price of the tour before the end of the tour may only be demanded and received if an effective contract of customer money insurance is in place and the customer has received an insurance certificate with the name and contact details of the customer money insurance company in a clear, understandable and highlighted manner, in accordance with article 651 r subparagraph 4 BGB and article 252 EGBGB. After concluding a contract and receiving a certificate of insurance from the company »R+V Allgemeine Versicherung AG«, Raiffeisenplatz 1, 65189 Wiesbaden, the customer must deliver a deposit payment of 20% of the tour price. The remaining price must be paid no later than two weeks before tour start, provided the customer has been given the certificate of insurance and the travel agency's cancellation terms, as listed in article 2.2. b) do not apply. After receiving the remaining payment to our account, we will send all travel documents to the customer. In a case where the customer does not transfer a deposit payment and the remaining payment of the tour price in accordance with the agreed upon terms and time limits, despite CORSO's willingness and ability to honour its contractual obligations, having fulfilled its legal obligations to inform the customer and there being no legal or contractual basis for the customer's retaining the payment, CORSO, having sent a reminder with a deadline, may cancel the tour and charge the customer with a cancellation fee.

2. Cancellation

2.1. For The Customer

The customer may cancel their tour at any point leading up to the start of the tour. The customer is advised to declare their cancellation in the form of a permanent data carrier. If the customer takes advantage of the right to cancel the tour, or does not show up to the tour, without prior notification, CORSO is entitled to an appropriate compensation, granted that the cancellation is through no fault of ours and it is not due to extraordinary circumstances at the point of departure or in its immediate vicinity, which would impede the tour or the transportation of persons to the location. The amount of the cancellation fee is measured by withdrawing the costs that CORSO saves through the cancellation, after calculating the remaining costs it has to bear. The cancellation fee is dependent on the

time of the customer's declaration of cancellation and is calculated as a percentage of the total tour price as follows: 20% for notice up to 31 days before departure, 30% for up to 15 days before departure, 50% for up to 8 days before departure, 60% for up to 1 day before departure and 80% in case of a no-show on the date of departure. The burden of proof rests on the customer who claims that the tour operator's cancellation fee should be considerably lower than the fee demanded. We reserve the right to demand a higher, individually calculated cancellation fee, in cases where we can prove that our costs are considerably higher than the above mentioned percentage points. In such a case we are obligated to provide exact calculations and justifications for the higher cancellation fee, after taking into account the costs saved from unused services. We are obligated to refund the price of the tour immediately, or at the latest within 14 days of receiving a notification of cancellation. The provisions of article 651 e BGB remain in effect and govern the aforementioned terms.

If the customer does not take advantage of booked services because of abandoning the tour early or for other pressing reasons, we will take all necessary steps to seek a refund of unused services from third parties. This obligation does not apply in cases of insignificant services or if a refund is not available due to legal or regulatory requirements.

After conclusion of a contract the customer is generally not entitled to make changes regarding the time of the travel, the destination, the starting point, lodgings or transportation. This does not apply when the reservation has to be changed due to the fact that CORSO has not given the customer any information, or the information given is insufficient or wrong within the meaning of article 250 paragraph 3 EGBGB, in which case the change of booking is possible at no extra charge to the customer.

If the customer wishes to make changes to a reservation CORSO reserves the right to charge 25 EUR per customer for any changes. Changes to reservations that are requested when there are less than 29 days to the departure date can only be accommodated following a cancellation of the tour in accordance with article 2.1. of these terms.

This does not apply to requests for small changes to a reservation which only induce insignificant costs.

We recommend that customers buy a travel insurance including cancellation coverage when booking a tour.

2.2. For the Tour operator

CORSO may cancel a tour before its start in the following cases: a) If a customer strongly impedes the tour from taking place in spite of a notification from the tour operator or if the customer breaches contractual commitments to such a degree that an immediate cancellation of the tourist travel contract is justified. This does not apply in cases where the breach of contract can be traced back to the neglect of informational duties of CORSO. If CORSO cancels the tour for the above-mentioned reasons the right to payment for the tour remains, albeit only after deducting the costs saved, as well as costs saved and refunds from unused services from third parties. b) In the case of not reaching the predetermined minimum number of participants on a tour, as stated in an itinerary, we may cancel the tour travel contract in the following cases:

aa) The minimum number of participants, along with the deadline for cancellation is stated in the booking confirmation. In the tour itinerary the minimum number of participants is also listed together with the latest point of time, before the beginning of the tour, on which information of cancellation on these grounds must be shared with the customer.

bb) The tour operator must immediately inform the customer, or the person responsible for a group booking of a cancellation, when it becomes clear that the tour cannot proceed due to an insufficient number of participants. If it becomes apparent, at an earlier point of time, that the minimum number of participants cannot be reached, the tour operator is obligated to make prompt use of the right to cancel the tour. cc) A cancellation of the tour by CORSO when less than three weeks remain to the departure date is not permitted.

dd) If a tour is cancelled by CORSO, the customer has the right to participate in another tour, of at least equal value, if we are able to offer such a tour without added costs for the customer. The customer must declare their interest in another tour immediately after receiving notice of the cancellation.

c) In case of unavoidable, extraordinary circumstances, such as war, riot, strikes or similar events CORSO may cancel the tour contract. According to article 651 h subparagraph 3 S. 2 BGB circumstances are unavoidable and extraordinary if they are beyond the control of CORSO and their consequences could not have been avoided even if all precautionary measures had been taken by the tour operator.

3. Services

The extent of the services agreed to in a contract are based on the description of services in the program of CORSO and the details in the confirmation based thereon. The information in our brochures is binding for us. Changes to essential parts of the travel services, departing from the content agreed upon in the travel contract, which prove to be necessary after the conclusion of the contract and are made in good faith, are only permitted insofar that they are not substantial and they do not influence the whole of the tour. CORSO is obligated to notify the customer about any changes to services or other divergences, in a clear, under-

standable and emphasised manner in the form of a permanent data carrier, immediately after learning about the need to make such changes. In case of a change being made to an essential part of the services or a divergence from agreed specifications the customer has the right, within a reasonable period, to accept the changes, withdraw from the contract at no extra charge, or demand participation in an alternative tour, if CORSO has offered such an alternative. The customer may choose to react to the notification or ignore it. If the customer does not react by contacting CORSO, or does not do so within the legal deadline, it amounts to an acceptance of the changes. This must be communicated to the customer in a clear, understandable and emphasised manner. Any warranty claim due to other defaults is not affected by this. If the expenses of CORSO were lowered due to the changes in the tour, or by offering another tour, the customer is entitled to a refund of the difference in accordance with article 651 m subparagraph 2 BGB.

4. Interferences and obligations of the customer

If the tour does not take place free from flaws, the customer can ask for remedies. The customer has an obligation to take all reasonable measures to remedy the cause of the flaw and minimize loss. Insofar as CORSO is not able to remedy the flaw because it has not been notified of the situation, the customer may neither demand a discount according to article 651 m BGB nor bring a compensation claim according to article 651 n BGB. The customer must immediately report any complaints to us (CORSO... die reiseagentur Jagdstieg 25, D - 01662 Meißen, Telephone: +49 3521 710501, Fax: +49 3521 710502) so that remedies can be provided on the spot. If the tour is significantly impaired due to a lack of service, the customer may terminate the contract. The same applies if he cannot reasonably be expected to travel because of such a lack in service. Termination is only permitted if CORSO or its agents (tour guides) have allowed a reasonable time limit set by the customer to pass without remedy. It is not necessary to set a time limit if the remedy is impossible or if it is denied by us or an agent of CORSO, or if the immediate termination of the contract is justified by a special interest of the customer.

CORSO points to the duty to assist found in article 651 q of BGB, where it is stated that a customer is entitled to assistance in cases mentioned in article 651 k subparagraph 4 of BGB or if they for other reasons face difficulties which call for immediate and appropriate help, in particular by

- Providing appropriate information about medical services, local authorities or diplomatic assistance.
- Assisting in providing communication and
- Assisting in looking for other travel options.

This has no bearing on article 651 k subparagraph 3 BGB

5. Liability

CORSO is liable for its duty of care as an upstanding business through: a) the conscientious travel planning, b) the careful selection and monitoring of its service partners, c) the monitoring of the descriptions of services, d) orderly fulfilment of the travel services agreed upon.

6. Limitation of liability

6.1. Contractual liability

The contractual liability for damages, for other reasons than culpable conduct and excluding bodily harm, is limited to an amount of triple the price of the travel. This has no influence on possible claims based on international agreements or other such legal regulations.

6.2

CORSO does not take responsibility for impairments of services, bodily harm or property damages that occur as a part of an external service (such as spotting events, exhibitions etc.) or as a part of an extra service for which CORSO only functions as an agent and where the identity and address of the partner is explicitly mentioned in the travel documents in such a clear manner that the customer should know that the service is not a part of the package tour offered by the travel agency and must be chosen separately. Articles 651 b, 651 c, 651 w and 651 y of the BGB are not affected by these limitations. Educational establishments will nevertheless accept liability in cases where damages rise from a lack of instructions, explanations or a breach of organisational duties of the establishment.

If a travel service to be provided by a partner is subject to international conventions or statutory provisions based on such conventions, according to which a claim for damages only arises or can be asserted under certain conditions or restrictions, or is excluded under certain conditions, CORSO may rely on these provisions. For transportation the conditions of the respective transportation company apply and these can be made accessible upon request. The rights and obligations of CORSO according to the German Travel Contract Act (Reisevertragsgesetz) and its general travel conditions are not restricted by the conditions of the respective transportation company.

7. Assertion of claims, baggage damage and baggage delay for air travel, statute of limitations

The customer must raise claims based on Article 651 subparagraph 3 No. 2, 4 to 7 BGB with the tour operator. The claim may also go through the travel agency, if the tour was booked through a travel agent. The claim should preferably be presented in the form of a permanent data carrier.

Customers are advised that loss, damage and delay of luggage in connection with air travel must be reported immediately by the customer to the responsible airline on site by means of a damage report (P.I.R) in accordance with the provisions of aviation law. Airlines and tour operators may refuse refunds on the basis of international agreements if the damage report has not been completed. In the case of damage to luggage, the damage report must be submitted within 7 days and within 21 days in the case of delayed luggage after handover. In addition, the loss, damage or misdirection of baggage must be reported immediately to the tour operator or its representative, alternatively to the travel agency. This does not release the customer from the obligation to report the damage to the airline within the above mentioned deadlines.

The statute of limitation on claims is two years according to article 651 j of the BGB. The period of limitation is counted from the date on which the travel should have come to an end according to the contract.

The period of limitation is counted from the date on which the travel should have come to an end according to the contract. If communication is pending between the customer and CORSO, regarding the claim or the circumstances justifying the claim, the statute of limitations is suspended until either the customer or the organiser refuses the continuation of the negotiations. The period of limitation cannot end earlier than 3 months after such a suspension. All other claims are subject to the statutes of limitation prescribed by the law.

8. Health regulations, visas and passport guidelines

8.1.

CORSO is responsible for informing the customer about the general provisions of passport, visa and health regulations of the country of destination, including the approximate deadlines for obtaining any necessary visas before conclusion of the contract, as well as about any changes to the rules made before commencement of the journey.

8.2

CORSO does not take responsibility for access to the necessary visa or the punctual issuing thereof by the responsible diplomatic authorities, in cases where we have been assigned with organising these, except in cases where the delay can be traced back to CORSO.

8.3

The customer is personally responsible for organising and travelling with the necessary travel documents needed for the tour and keeping with all important rules and regulations. All losses, especially the payment of cancellation fees, which follow from not complying with the pertinent rules and regulations, must be covered by the customer, except in cases where CORSO is responsible for giving wrong or insufficient information.

9. Jurisdiction

The customer may bring legal action against CORSO at the company's legal domicile. Place of jurisdiction: Amtsgericht Meissen. For actions brought by CORSO against the customer the customer's legal domicile is decisive, unless the action is directed against a registered trader or a person which moved their legal domicile to a foreign country after concluding the contract, or a person who's legal domicile is not known at the time of the legal action. In such cases the tour operator's legal domicile applies.

10. Invalidity

The invalidity of specific clauses does not otherwise affect the validity of the travel contract.

With regard to the German Consumer Dispute Resolution Act (das Gesetz über Verbraucherstreitbeilegung), the tour operator points out that he does not participate in a voluntary consumer dispute resolution. If consumer dispute resolution becomes mandatory for the tour operator after these travel conditions have been issued, the tour operator shall inform the customer of this in an appropriate manner. The tour operator refers to the European online dispute settlement platform for all travel contracts concluded in electronic legal transactions (<http://ec.europa.eu/consumers/odr/>)

11. General notice

Travels such as hiking and bicycling are reliant on your participation to a greater extent than a normal package tour. Any healthy individual should be able to complete our tours, but only you, the customer, and your doctor can assess whether your health allows for the challenges of such a tour. On a bike tour you must be able to securely ride a bicycle and control your bike in traffic, on dirt tracks and in wet conditions. You are responsible for following traffic rules and regulations. The customer is legally responsible for loss and damages caused by her/him, including damages to the rented equipment.

These General Terms of Service are valid from July 1st 2018.

Organiser:

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