

## Terms of travel/ General Terms & Conditions

### 1. legal relations

1.1. The legal relationship between you as customer and ADRIALIN GmbH, Klehestraße 5, 76571 Gaggenau, Germany, entered in the commercial register of the Mannheim County Court under the number HRB 522361 (hereafter ADRIALIN is called "tour operator" or "Operator") is governed by the statutory regulations, in particular in accordance with §§ 651a ff of the Civil Code and in accordance with the following travel conditions (General Terms and Conditions), which meet and supplement the statutory provisions. Anyone who registers for a tour acknowledges that these conditions are solely binding for themselves and for the persons registered with them.

1.2. The General Terms & Conditions can be seen at all times in the catalogue and online (print version).

### 2. Completion of the travel contract

2.1. Adults over 18 years of age can register a trip with ADRIALIN in writing, verbally, by telephone or online. When you register you conclude the binding travel agreement with ADRIALIN, in which you commit to your proposal until ADRIALIN accepts or rejects it in writing. The travel agreement is a written booking confirmation/invoice sent online by ADRIALIN, either immediately, or within 7 days at the latest, by e-mail. Note: the automatic confirmation of receipt of the registration of the trip sent by ADRIALIN by e-mail, which is dispatched by the online booking service, is not a booking confirmation.

2.2. Travel agents are only brokers.

2.3. With the invoice you receive the guarantee slip of our insolvency insurance.

2.4. In the event that a property is unavailable, ADRIALIN can offer the customer several suitable alternatives. Neither you nor the tour operator are bound by this new offer. Should you choose to accept this, it is treated as a new travel booking.

2.5. The data provided to us is protected according to the Federal Data Protection Act.

2.6. We are happy to accept customers' requests on booking and pass these on to the landlord or operator. However please note that ADRIALIN cannot guarantee that they will be fulfilled. Special requests and bookings that have been conditionally accepted and verbally agreed only become valid when they have been confirmed by ADRIALIN in writing.

### 3. Payment

3.1. Within the booking process, you can choose to pay with the following payment methods:

- payment by bank transfer
- payment by credit card
- Payment by direct debit (only in Germany)

For bookings made at short notice within the last 21 days before departure, only payment by credit card or direct debit (only in Germany) is possible. For online payments made by credit card or by direct debit (only in Germany), sensitive personal data, such as credit card numbers, names and addresses, will be encrypted using SSL technology.

#### 3.1. Payment

3.1.1 Die Anzahlung beträgt 20% des Reisepreises und ist umgehend nach der schriftlichen Buchungsbestätigung zu leisten. Die Anzahlung wird auf den Reisepreis angerechnet.

3.1.2. Payment of remaining amount equals 80% of the price of travel. Payment deadline can be found in the booking confirmation.

3.1.3. For bookings which are made from the 42nd. day prior to the start of travel (short term bookings) the complete travel price is due immediately.

3.1.4. In the event of untimely payment of the deposit or of the entire rent for short term bookings, ADRIALIN can refuse to provide the services. Furthermore ADRIALIN can terminate the contract after a reminder and the setting of a response period. The operator can demand cancellation fees as compensation in adherence with the cancellation levels outlined under point 7.2 or 7.3, under the condition there are no travel defects at this point in time which would justify cancellation.

#### 4. Travel documents

4.1. Upon payment of the rest of the tour price or the whole rental sum, the customer is sent the travel voucher. The travel voucher proves to the travel agency or keyholder at the holiday location (reception, caretaker) or to the hotel of the holiday complex that you are the tenant. It contains directions to the representative travel agency and telephone numbers and the check-in times. The customer should note that the rest of the travel documents will only be dispatched after receipt of full payment.

4.2. Please notify us immediately if you, as travel booker, have not received your travel documents at the latest 5 days before the start of travel. In this case, we will send these immediately, dependent on payment. If you do not notify us and cannot travel due to missing travel documents, this has to be treated as a cancellation and cancellation charges will apply.

#### 5. Leistungen, Preise

5.1. Für Umfang und Art der im Rahmen des Reisevertrages von ADRIALIN zu erbringenden Leistungen gelten ausschließlich die Beschreibungen, Abbildungen und Preisangaben in den Katalogen bzw. auf den Internetseiten von ADRIALIN, die für den Reisezeitraum gültig sind, so wie sie Vertragsgrundlage geworden sind, sowie die hierauf Bezug nehmenden Angaben in der Reisebestätigung. Nebenabreden, die den Umfang der vertraglichen Leistungen verändern, bedürfen einer ausdrücklichen schriftlichen Bestätigung.

5.2. The local authorities impose a lump sum fee that is to be paid per person per day and is called "local tax" or "visitor's tax". Look in the property description to see if this is included in the price or if it has to be paid locally.

5.3. Please refer to the respective property description to see whether the following services and additional charges are included: use of electricity, water and gas; bedding; final cleaning and everything else which is advertised as being an additional service.

5.4. Other supplementary services are listed as such and are paid on site.

5.5. When the key is handed over an appropriate amount (deposit) may be requested as security for any damage caused. This will be repaid or charged against when the the flat and the fixtures have been returned in a condition according to the rules at the end of the stay.

5.6. The conclusive cleaning of the holiday apartments and holiday homes is carried out by you as customer, irrespective of the final cleaning carried out by the tenant. Conclusive cleaning includes washing up and tidying away of all crockery and cutlery, removal of all rubbish and the sweeping through of all rooms so that a property can be handed over in a clean and tidy condition.

5.7. It is indicated in the programme descriptions whether towels are available in the property or have to be brought. Tea towels are provided by the landlord in some cases, we do however

generally recommend to take these with you. Toilet paper (except in the hotels), washing up liquid and cleaning fluid should also be taken.

5.8. Whether a pet is allowed can be found in the individual programme description. A pet definitely has to be registered on booking even if it is allowed according to the description. In the case where additional beds and/or child beds are provided, this will be noted correspondingly in the property description. Additional beds and/or child beds have to be ordered and that order has to be confirmed in every case and this has to be noted on the travel voucher.

5.9. Whether a pet is allowed can be found in the individual programme description. A pet definitely has to be registered on booking even if it is allowed according to the description. Only one pet is principally allowed. If pets are not allowed this does not necessarily mean that there will definitely be no pets in the house, on the holiday camp etc. or that the property you have rented does not sometimes have pets. If pets are principally allowed this does not automatically mean that they are allowed to move around freely everywhere. In many holiday camps, dogs are not allowed for example in the pool area and green areas, and certainly not in restaurants or similar areas. It may also be obligatory to keep your dog on a lead at all times. Dogs are also not permitted in the pools of individual houses. Pets are banned from sections of beach or beach complexes in many places, so you often have to be flexible on this point.

5.10. In the case of special offers, e.g. 14=10 or 7=5, or percentage discounts on the rental prices, campaigns such as early bird discounts or other offers variable supplementary costs may possibly be due for the full duration of the trip. If the special offer stay overlaps two travel times the discount will always be based on the lowest week or day price.

5.11. If ADRIALIN expressly arranges programmes on behalf of other tour operators or individual services of third party suppliers, e.g. excursions, flights, hire cars etc., then ADRIALIN shall only be liable for the orderly arrangement, not the service itself. The conclusion of the arranged contract and its content complies with the corresponding legal regulations and, if applicable, with the conditions of the respective contractual partner.

## 6. Changes in services

6.1. Changes or deviations in individual travel services from the agreed content of the travel contract, which are necessary after closing the contract and which were made by us in good faith, are only allowed where the changes and deviations do not significantly limit the total travel offering. Possible guarantee claims are not affected as long as the changed services are not defective.

6.2. You are also entitled to the rights named in the previous section in the case of a significant travel change and these rights must be claimed immediately after being notified of a significant change.

6.3. Adrialian carries out changes within a booking (increase in the number of people, if permitted, lengthening stay) for an additional surcharge of €30. Other changes to the booking are treated as a withdrawal.

6.4.1. Changes to a booking cannot be made within the last 7 days before departure. Any additional costs, which arise due to changes in the booking made within the last 3 weeks before departure, can only be paid by credit card.

6.4.2. Transfers of cruises are only possible up to 60 days before departure. The transfer fee is 5% of the confirmed charter price. For cancellation of individual people (changes to the actual number of participants), the reserved meals (half or full board) are to be paid in full from 3 days before departure, even for those who have cancelled.

## 7. travel cancellation

7.1. You may withdraw from the holiday before it starts. The declaration of withdrawal must be made in writing in your own interest. It is important that ADRIALIN receives the declaration of withdrawal.

7.2. Our flat-rate claim for cancellation charges for holiday apartments, holiday homes, guest rooms, cruises, excursions and mobile homes is:

- If you withdraw up to 61 days before the trip begins: 20 % of the price of the trip
- for a cancellation from the 60th to the 35th day before the start of the holiday: 50 % of the price of the holiday
- for cancellation from 34 to 14 days before the arrival date: 70 % of the holiday costs,
- for cancellation from 13 to 2 days before the arrival date: 90 % of the holiday costs,
- On later cancellation or no show: 100 %

7.3. The differing consolidated cancellation fees for hotels are scaled as follows:

- up to 22 days before the start of the holiday 20 % of the price of the holiday
- from the 21st to the 15th day before the start of the holiday 30 % of the price of the holiday
- From the 14th. to the 8th. day prior to travel date 45 % of the travel price
- From the 7th. to the 1st day prior to travel date 60 % of the travel price,
- in the case of subsequent withdrawal and if you do not set off on the tour 100% of the tour price

7.4. In the event that you use your rights to find a replacement tenant the cancellation rules will not apply. This is however under the precondition that ADRIALIN as tour operator receives binding notification punctually prior to the travel date, so that the necessary changes can be made Furthermore this is under the precondition that the replacement tenants corresponds to the special requirements of the travel and that statutory regulations or local authority stipulations allow it. With the confirmation of the name change by the tour operator the new travel customer assumes the rights and obligations of the travel contract. ADRIALIN charges 30 % per change for the costs resulting from the changes.

7.5. As tenant it is your right to prove to ADRIALIN as organizer that no or considerably less damage has occurred than the lump sum demanded, for which in every case an administrative charge of 20% of the tour price is withheld.

## 8. Recess/cancellation by ADRIALIN

8.1. ADRIALIN may renounce the contract before the date of arrival or cancel the contract after the date of arrival:

- a) without adherence to a notice period if the customer continually disrupts the trip in spite of warnings, endangers others through his behaviour or otherwise behaves in violation of the contract.
- b) without adherence to a notice period if the trip cannot be carried out or is significantly limited due to Force Majeure which could not be foreseen at the time of contract or industrial disputes.

If ADRIALIN terminates the travel contract due to point a), the travel price expires.

If ADRIALIN pursuant to b) renounces contract, all paid amounts are reimbursed immediately, the further requests are explicitly ruled out.

If ADRIALIN cancels the contract according to b) after the day of arrival, then you receive the reimbursement of the holiday costs corresponding to the costs saved by ADRIALIN.

8.2. If a minimum number of participants is specified in the travel advertisement or in other documents, which have become part of the content of the contract, ADRIALIN can withdraw from the travel contract at the latest on the 22nd day before departure, if this is not attained. If

ADRIALIN withdraws from the travel contract in such an event, the customer can request participation in another holiday, provided ADRIALIN is able to allocate this from the offers available without any additional cost for the customers. Otherwise the customer will of course immediately be reimbursed the payments made on the travel price.

## 9. Fittings of the rented properties

9.1. In the holiday apartments and holiday homes cutlery and crockery is usually completely provided for the number of people. A refrigerator is definitely part of the basic fittings and is therefore not always explicitly mentioned in the property descriptions. All other technical household devices are only available if explicitly mentioned in the description.

9.2. If reception via satellite or cable is possible it will be shown in the text with Sat-TV or Cable-TV. However this does not absolutely guarantee that programmes in the customer's language can be received.

9.3. If the garden furniture is stated in the description that does not necessarily mean that there is one available chair for every person. Deck chairs and parasols are also only available if they are mentioned in the description of the property.

9.4. All accommodations offered are approved for accommodation in accordance with the local and customary regulations for accommodation. In general holiday properties are thought of exclusively for holiday purposes, which can be seen in the construction and furnishings. The bathroom and bedrooms tend to be smaller, the beds are not what people are used to. Many things are geared predominantly to utility. The holidaymaker should note that different building regulations do not apply in other countries. For example balcony railing and stair banisters are much lower, steps are steeper and doors and windows do not comply with the usual industry standards. The soundproofing of the properties is not always what people are used to, but conforms to the the norm in the country, meaning that sound and noise protection may be different. With holiday houses and flats, landlords often live in the property for part of the year, so sometimes parts of the property are shut away, as their property is in it. However there is always enough storage room and space available.

The normal international hotel classification of stars indicates the hotel standard and is based on the respective category details of the country concerned.

## 10. Customer's rights and liabilities.

10.1. You have the right as tenant to use the entire property including furnishings and devices. You are obliged to treat the property and its inventory, as well as any communal areas, with the utmost care.

10.2. You are obliged to replace any damage caused by you or your companions or guests during the course of your stay.

## 11. number of persons

11.1. The property may not be occupied with more persons that allowed in the catalogue and confirmed on the travel voucher (except for one infant of less than 2 years of age).

11.2. In the event of over-occupancy the landlord has the right to refuse or send away excess persons or to desire the proportional rental price and supplementary costs.

## 12. Time of arrival and time of departure

12.1. Time of arrival is between 2pm and 7pm on the day of arrival, unless otherwise stated. If you are unable to keep to the agreed time of arrival, a proper reception can no longer be guaranteed.

12.2. On the day of departure the property must be vacated by 10am and handed over to the landlord or his representative.

## 13. liability

13.1. ADRIALIN is responsible for thorough trip preparation within the serviceable liability of an accurate vendor.

a) careful travel preparation

b) careful selection and monitoring of the service providers

c) the accuracy of the service description

d) the proper provision of the travel services agreed in the travel contract.

13.2. Liability for occasional mischance or interruptions in water or electricity services are exempt as is the responsibility for the constant working condition of appliances such as heating, lift, air conditioners, pool etc.

13.3. ADRIALIN's liability for damage, which is not personal damage, is limited to three times the travel price, as long as damage to the holidaymaker is neither caused intentionally nor through gross negligence or as long as ADRIALIN is responsible for damage caused to the holidaymaker solely through a service provider.

13.4. Request for compensation of the damage towards ADRIALIN is limited or impossible on the basis of the international agreements or related legislation which need to be applied on services performed by the service provider, a request for damage compensation towards the service provider may only be made under certain preconditions or limitations or it is excluded by certain preconditions.

13.5. If there is any impairment of performance, you are obliged within the scope of the statutory provisions to do everything reasonable to contribute to remedying the failure and to keep any damages arising low or to avoid them altogether. This results in an obligation to report all complaints without delay to one of the support centres specified in the travel documents.

13.6. Should the holidaymakers' issues not - or not adequately - be solved locally, ADRIALIN must be informed by phone, fax or e-mail. In the event of culpable neglect to punctually inform ADRIALIN, the tour operator's obligation to reduce rent or compensate for damages becomes invalid.

13.7. Service performers (owners, key holders, agents etc.) hold no representative function and are not ADRIALIN representatives, nor do they have authority to accept the complaints and issue or accept legal statements.

13.8. Claims on the grounds of services not provided according to the travel contract can be submitted to ADRIALIN within a month of the contractual end of the trip and must be in writing. Your travel agent is not authorised to accept the registration of guarantee or damage compensation claims. The precondition is that the travel services or the replacement services accepted by you were not provided according to the contract, that you have immediately registered the defects and that no adequate solution was provided. If the trip is significantly limited through defects you can terminate the contract. The precondition is usually that you have demanded a solution from ADRIALIN with a reasonable notice period and this notice period has passed without resolution.

13.9. The operator cannot accept liability for information contained in description of the

place, since they are not a subject of the contract and the operator cannot influence their origin or check their accuracy.

13.10. There is a one-year period of limitation between you and ADRIALIN from the scheduled date of departure, as agreed upon.

13.11. Transfers of claims against ADRIALIN to a third person, spouse and relative are not allowed. It is equally impossible for a third party to be entitled to the claims of the holidaymaker.

13.12. Damages to baggage or delivery delays with air travel and other transport should also immediately be reported on location to the responsible transportation company and a written confirmation should be procured (e.g. lost item report by air transport), in order to avoid forfeiting claim in accordance with international agreement.

#### 14. Travel provisions

14.1. Für Kroatien, Italien, Spanien, Frankreich, Österreich und die Türkei benötigen Staatsangehörige von EU-Mitgliedern für die Einreise einen gültigen Reisepass oder Personalausweis (bei Aufenthalt unter 30 Tagen).

14.2. Non-EU citizens are themselves responsible for adherence to all important visa, customs and vaccination stipulations necessary for the trip. All disadvantages, especially the payment of cancellation charges, which result from not adhering to these stipulations, are their responsibility.

14.3. For a surcharge of 20,00 EUR we issue separate certificates which are necessary for applying for a visa. These are sent by post.

#### 15. Legal effect and jurisdiction of the court

15.1. The invalidity of individual provisions to the contract does not result in the invalidity of the total travel contract.

15.2. The law of the Federal Republic of Germany applies between you and ADRIALIN.

15.3. The customer can only sue the tour operator at its headquarters.

15.4. For actions taken by the tour operator against the customer, the customer's place of residence is definitive. For complaints against customers or contracting partners of the tour contract, who are sales people, legal persons with public or private authorisation, or people whose residence or usual domicile is abroad, or residence or usual domicile is not known at the time that the action is taken, the headquarters of the tour operator is agreed as the place of jurisdiction.

15.5. The above provisions do not apply,

a) if and insofar as contractually non-mandatory provisions of the international agreements that are to be applied to the travel agreement between the customer and the tour operator result in something else in the favour of the customer or

b) if and insofar as provisions applicable in the travel agreement which are non-mandatory in the member state of the EU to which the customer belongs, are more favourable to the customer than the provisions below or the corresponding German regulations. .

Appendices to the General terms and conditions

Status: 16.03.2010

## Appendix 1: Cruises on motor gliders in Croatia

16.1. All ships provided by ADRIALIN fulfil the requirements of the Croatian Shipping Register and other legal provisions with respect to their condition and safety equipment. In the interests of safety, events of force majeure (e.g. with accidents or engine failure) may lead to precautionary measures, such as changes to the travel itinerary, use of other ships or calling at the next reachable port. Potential guarantee claims in this respect shall remain unaffected.

16.2. All participants must adhere to the regulations of the respective captain and the ship rules displayed. Otherwise, the captain reserves the right to ask the guest to leave the ship. All participants are likewise obliged to hand over passports to the captain on the day of arrival on the ship.

16.3. Own food and drinks (except for fruit and pastries) are not permitted on board.

16.4. The cost for any damages to the ship's facilities are to be borne by the guest and payable to the captain.

16.5. In the event of any complaints, please speak to the captain.

16.6. Please bring your own hand towels (in category A and A+ cabins, guests receive 2 hand towels per week). Additional hand towels can be borrowed at an extra charge of 3 euros (hand towels) or 4 euros (beach towels).

## Appendix 2: Holiday Cancellation Cover (HCP)

17.1. If the customer opts for the ADRIALIN holiday cancellation cover (HCP), these costs are payable after conclusion of the travel contract.

17.2.1. If you have booked the holiday cancellation cover option, we waive the contractually owed cancellation fees (less 20% excess) if the holiday is not taken up by one of the participants for the following reasons:

a) death, serious accident, unexpected serious illness, pregnancy or intolerance of vaccination by the participant;

b) damages to the participant's property as a result of fire, Acts of God or punishable actions by third parties, insofar as the damage is considerable or the presence of the participant is necessary for assessment of the damage;

c) unexpected work-related termination by the employer of the employment contract, insofar as is linked to the loss of the participant's job;

d) acceptance of an employment contract by the participant, insofar as the participant was registered as unemployed when the holiday was booked and the Employment Office consented to the holiday;

e) unexpected call-up of the participant for basic military service, for an alternative civilian service or for an obligatory discharge of duty connected with this, provided the dates cannot be moved and the participant cannot obtain compensation of the cancellation charges from a third party;

f) resitting by the participant of failed examinations at a school or university, if resitting serves to avoid extending attendance at school or on the university course, the holiday was booked before the date of the failed examination and the date for the resit examination falls within the holiday period booked;

g) serious accident, unexpected serious illness or intolerance to vaccination by one of the participant's dogs that is registered on the holiday.

17.2.2. The same applies to every extra participant who booked the holiday and the holiday cancellation cover jointly with the participant.

17.2.3. Moreover, the reasons given under a) and b) apply correspondingly if relatives of the

participant or of an equal participant or those who are looking after minors who are not going on the holiday or relatives in need of care in place of the participant or other members of the party, are affected. If more than 4 people have jointly booked the holiday, the holiday cancellation cover applies only to the participants or other members of the party, whose relatives or carers are affected.

17.3. The participant and any other person included in the holiday is obliged

a) to cancel the holiday as soon as possible after the reason for cancellation occurs, in order to keep the cancellation costs as low as possible;

b) to prove a serious accident, unexpected serious illness, pregnancy and intolerance to vaccination with a doctor's certificate, psychiatric illnesses with a certificate from a psychiatric consultant and death by a death certificate. On demand, a specialist's certificate and a certificate of incapacity to work is to be submitted and the question of incapacity to travel due to a serious accident or an unexpected serious illness is to be checked by expert medical opinion. The examining doctors are to be released from their medical confidentiality for this purpose;

c) to submit the dismissal letter from the employer in the case of job loss;

d) to submit a confirmation letter from the employment centre on consenting to the cancelled holiday in the case of accepting an employment contract;

e) to avoid anything that could lead to an unnecessary increase in costs

f) to transfer claims for damages against third parties in the sum of the cancellation costs to the provider.

17.4. If a participant or another included participant breaches one of these obligations, the holiday cancellation cover is not applicable. This does not apply if the participant or the included participant proves that he/she acted neither intentionally nor with gross negligence. Furthermore this does not apply, insofar as the participant or included participant proves that he/she only acted with gross negligence and the breach of obligation did not have a causal effect on the amount of the cancellation fees.

17.5. The excess to be borne by the participant or included participant is 20% of the reimbursable claim for each case of holiday cancellation cover that occurs.