

General contract and travel conditions

Thank you for your trust in our travel agency. We'd like to bring your attention to the following "General contract and travel conditions" (hereinafter GCTC), which are applicable to Makutsi Safaris AG (hereinafter Makutsi).

1. Conclusion of a travel contract and special transport provisions

1.1 With the booking (travel registration), the customer offers a binding conclusion of the travel contract with Makutsi. The basis for this offer is the travel announcement and supplementary information from Makutsi for the respective travel, to the extent these are available to the customer.

1.2 The booking may be oral, written, by telephone, by telex or electronically conveyed (e-mail, internet).

1.3 If the customer registers additional travellers, it shall follow for their contractual obligations (especially the payment of the travel price) as well as for his own. The contractual obligations and the GCTC shall apply to all travellers.

1.4 The contract takes effect with Makutsi's declaration of acceptance. This requires no particular form. Makutsi shall send written confirmation to the customer at the conclusion of the contract or immediately thereafter. Makutsi is hereby not obligated to do so if the booking by the customer takes place less than 7 days before the commencement of travel.

1.5 If the content of the declaration of acceptance by Makutsi deviates from the content of the booking, this shall constitute a new offer by Makutsi, to which Makutsi is bound for a period of ten days. The contract shall be based on this new offer if the customer states acceptance to the travel organiser through express declaration, payment or remaining payment.

1.6 Travel organisers (e.g. other travel agencies) and service providers (e.g. hotels) are not authorised by Makutsi to make agreements, give information or make pledges which alter the content of the travel contract, deviate from the contractually agreed services of Makutsi or contradict the travel advertisement.

1.7 Locality and hotel brochures which are not issued by Makutsi are not binding for Makutsi if they were not expressly made part of the travel contract through written agreement.

1.8 For travel arrangements or individual services of other travel organisers or service providers which are merely procured by Makutsi, their own contract and travel conditions shall apply. The same shall apply to the contract conditions of the responsible airlines for all airline tickets issued by Makutsi. In this case Makutsi is not the contractual party and the customer may therefore not invoke the present GCTC.

1.9 Makutsi shall inform customers in a suitable form of the passport and visa requirements valid for citizens of EU and EFTA states and of any health provisions of the health authorities to be adhered to for entry to the customer's chosen holiday destination. With regard to entry laws for citizens of non-EU/EFTA countries the customer shall obtain the necessary information directly from the country's embassy in Switzerland. The customer himself is responsible for compliance with valid passport, visa, customs, currency, immunisation and health laws, and for carrying the necessary documents. All drawbacks arising from non-compliance to these laws are his responsibility. Makutsi can assume no liability for denied entry due to unfulfilled preconditions. On request, Makutsi shall provide the customer with any required visas. The cost thereof shall be added to the customer's bill.

1.10 Persons under 18 years of age are themselves responsible for compliance to entry requirements, according to Item 1.9. It is recommended that customers inquire at the respective embassy about entry requirements before booking their trip. It is strongly recommended that a travel authorisation be carried, with declaration of consent by the parent or guardian. The travel authorisation should include, along with the written consent of the parents, the travel destination, the length of the travel period and the telephone number of the legal guardians. This authorisation may not be older than six months. If the minor is accompanied by an adult who does not have custody, this should also appear in the document. Copies of the identification papers of the legal guardians must also be included. Makutsi can assume no liability for denied entry or refusal of the service provider due to unfulfilled preconditions. It is the customer's own responsibility to carry the necessary documents.

2. Payment conditions

The travel arrangements and/or individual services of other travel organisers or service providers are to be paid before the commencement of travel as follows: Advance deposit: A deposit amounting to 30% of the agreed price shall be paid at the conclusion of the contract. The entire amount of the bill must be paid upon conclusion of a contract for bookings made less than 45 days before departure, for bookings of airline tickets/e-tickets, admission tickets, of services with 100% cancellation costs, and bookings for which travel documents must be issued immediately. Final payment: Payment of any remaining balance must be made 45 days before departure. The customer shall be issued or sent all travel documents after payment has been received in full. The above-mentioned payment dates are expiration deadlines. The customer shall be in arrears without further reminders upon expiration of the payment date. Makutsi is authorised in this case to withdraw from the contract without setting further deadlines. Makutsi may furthermore refuse travel services or withhold travel documents. Makutsi reserves the right to additional damage claims. Additional penalties may be levied for payments with debit or credit card, or in instalments. The general terms and conditions of debt collection agencies shall apply.

3. Service and price changes

3.1 Amendments and deviations of individual travel services from the agreed content of the travel contract, which become necessary after conclusion of the contract and which have not been caused by Makutsi in bad faith, shall only be permitted insofar as the changes are not significant and do not affect the overall arrangement of the trip.

3.2 If the fees contained in the closing of the travel contract are increased as the result of a rise in transport costs for Makutsi (for example airport fees, fuel costs) the travel price for the traveller may thus be increased by the corresponding pro-rated amount.

3.3 In the event of a change in the exchange rate after the conclusion of the travel contract, the travel price may be increased in proportion to the increase in the cost of the trip for Makutsi.

3.4 Makutsi is obligated to inform the customer of significant service and price changes after learning of them.

3.5 In the event of a significant change in services or price (exceeding 10%), the customer is entitled to withdraw from the travel contract without penalty. The customer must exercise this right immediately after declaration by Makutsi about the change of the travel service/travel price, or it shall lapse.

4. Customer's cancellation before commencement of travel / cancellation costs

4.1 The customer may cancel the trip at any time before the commencement of travel. Makutsi must be notified of the cancellation. Decisive for the amount of the cancellation costs is Makutsi's receipt of the statement of revocation. It is recommended that the customer state the revocation in writing.

4.2 If the customer cancels before departure or does not undertake the trip, Makutsi loses entitlement to the price of the trip. Makutsi is instead entitled to levy the following cancellation costs as a percentage of the full price (incl. airport taxes, meals, etc.):
10% for up to 60 days before departure,
20% from 59 to 30 days before departure,
30% from 29 to 20 days before departure,
50% from 19 to 6 days before departure,
90% from 5 to 1 day before departure,
100% of the full arrangement price in the event of cancellation on the day of departure or no-show.
Exceptions to this rule apply especially where Makutsi acts merely as the broker of services, such as in the brokering of admission tickets, flights, ocean cruises, river cruises, motor homes and rental cars. In these cases, the general terms and conditions of the respective service providers shall apply. The customer shall be informed of these during booking.

5. Rebookings

5.1 After conclusion of the contract, the customer shall have no entitlement to changes with regard to the travel date, the travel destination, the place of departure, accommodations or the means of transport (rebooking). If a rebooking is nevertheless made at the request of the customer, Makutsi shall levy a processing fee of between 60 CHF and 120 CHF per order.

5.2 Customer-requested rebooking less than four weeks before departure, if rebooking is at all possible, may be made only after cancellation of the travel contract, in agreement with the conditions according to Item 4.2, and simultaneous new registration. This does not apply to rebooking requests which cause only minimum costs.

6. Substitute travellers

If the customer is unable to take the booked trip, but can however give Makutsi the name of a substitute traveller who is prepared to take the trip in his place and assume his booked travel arrangements, Makutsi shall only levy the rebooking fee. In this case, the following preconditions must be met in full:

- The substitute is prepared to take over the travel arrangement under the same conditions that the customer agreed to with Makutsi.
- The other companies commissioned by Makutsi as travel organiser, such as hotels, accept this change, which may be connected with difficulties, especially in peak season.
- The substitute fulfils all travel requirements (passport, visa, immunisations).
- No legal or regulatory orders stand in the way of the substitute's participation.

This person and the customer are jointly liable to Makutsi for the payment of the price and for any applicable extra costs arising from this transfer. This regulation only applies to travel services which Makutsi, as travel organiser, sold to the customer. For any parts of the trip that Makutsi merely brokered, such as in the booking of flights, the conditions of the respective airline or relevant service provider shall apply.

7. Unused services

If the customer does not make use of individual travel services which were properly offered to him for reasons attributed to him (for example because of premature return trip or other urgent reasons), he may not claim pro-rata reimbursement of the travel price. The customer is free to independently take out travel insurance for the resulting costs that arise if he must interrupt the trip due to urgent reasons (such as his own illness or accident, or severe illness or death of family).

8. Cancellation by Makutsi

8.1 For some of the flat-rate arrangements offered by Makutsi, a minimum number of participants applies. If this minimum number is not achieved, Makutsi may cancel the trip no later than 28 days before scheduled departure and withdraw from the travel contract. Makutsi estimates the needed minimum number for the customer. Makutsi shall strive to offer the customer a substitute program of equal value, if possible. If the customer refuses the substitute program, Makutsi shall refund the customer all payments made, with the exception of costs for already-issued plane tickets. These shall not be undertaken. The customer shall have no further demands for substitutions.

8.2 Makutsi may cancel the travel contract without adherence to a deadline if the customer significantly disrupts the trip despite appropriate warning, or if he behaves in such an unlawful way that the immediate cancellation of the contract is justified. In this case, Makutsi reserves the right to entitlement to the travel price; it must nevertheless allow credit for the value of the saving from unused services and those advantages gained from an other use of the services not claimed, including any amounts credited to it by service providers.

9. If Makutsi cannot execute the travel as agreed

9.1 Makutsi reserves the right - in the customer's interest as well - to change the travel programme or individually arranged services (e.g. lodgings, type or means of transport, times, etc.), should unforeseen circumstances require it. Makutsi shall however take pains to provide substitute services of the same level of quality. Should Makutsi be forced to cancel the trip due to force majeure (e.g. natural disasters, flooding or low water levels; political unrest or war-like events at the holiday site which, for security reasons, advise refraining from travel; strikes; delayed openings of hotels, etc.), Makutsi shall take pains to inform the customer as quickly as possible in such cases, and offer him a substitute solution. If the trip must be cancelled ahead of schedule, Makutsi is authorised to deduct from the refund of the customer's payment for expenses already paid by Makutsi, with evidence thereof. Otherwise, the customer shall bear the additional costs. The customer shall have no further entitlement to substitutions.

9.2 If Makutsi must change a trip for which the customer has already paid, resulting in a reduced value compared to that of the originally agreed service, the customer shall receive a refund. If, however, after the conclusion of the contract, additional costs are incurred for a reason listed under Item 9.1 or 3.5, the customer may be obligated to a price increase. If this amounts to more than 10% of the originally-agreed travel price, the customer has the right to withdraw from the contract without penalty within 5 days after receipt of notification.

9.3 Should the trip be made difficult, become dangerous or be impaired as a result of force majeure which was unforeseeable at the time of the concluding of the contract, both Makutsi and the customer may withdraw from the contract. Items 9.1 and 9.2 shall apply to the settlement of costs accordingly.

10. Customer obligations

10.1 If services do not correspond to the services booked or to the contract confirmation, or if they are otherwise afflicted with significant defect, the customer is authorised and obligated to inform the contact person on-site or Makutsi of this immediately, in writing or another acceptable form. This is a

necessary precondition for the customer's later claim for substitution services and allows in most cases for a remedy to be carried out on-site. If the customer's intervention does not lead to a reasonable solution, he shall be obligated to demand a written confirmation, from the on-site contact person or from Makutsi, which shall include his complaint and details thereof. Makutsi alone is authorised to acknowledge any demands for compensation.

10.2 Travel documentation: The customer shall inform Makutsi if he does not receive the necessary travel documentation (e.g. airline voucher, hotel voucher) within the given time.

11. Makutsi's liability as travel organiser

11.1 Makutsi is liable as organiser for the proper fulfilment of the travel arrangement. Makutsi shall reimburse the customer for the loss of agreed services or its additional expenditure, if it was not possible to offer the customer an equivalent substitute service on site, and the customer does not bear any fault for this. Makutsi's liability shall be limited to double the amount of the travel price and shall include only immediate damages. No liability shall be assumed for changes to the programme due to flight delays or strikes. Makutsi especially assumes no liability for changes to the travel programme caused by force majeure, official measures, or third-party failings, for which Makutsi bears no responsibility. Makutsi likewise assumes no liability for lost wages or similar events.

11.2 Makutsi as organiser shall assume liability for personal damages caused by culpable non-fulfilment or improper fulfilment of the travel arrangement by Makutsi, or a company commissioned by Makutsi, in the latter case with the precondition that the customer relinquish his claims for damages to Makutsi. In cases of liability arising in connection with flights or from the use of other transport companies (rail, ship, bus, etc.), the claims for damage compensation are limited to the amount resulting from applicable international agreements or national laws. Such claims must be made directly with the transport companies involved. Makutsi bears no further liability in these cases.

11.3 In the event of pregnancy, the customer is obligated to be aware of the transport conditions of the airline shipping line before booking. No liability is assumed if the customer is denied transportation due to pregnancy.

11.4 Makutsi shall be liable for damages arising as a consequence of theft and material damage, and for which Makutsi or a company commissioned by Makutsi is culpable, if the customer receives no other compensation, e.g. from his insurance, and he relinquishes his claim against those responsible for damages to Makutsi. The amount of compensation shall be limited to direct damage and to no more than the amount of the travel price for the injured party. In cases of liability arising in connection with flights or from the use of other transport companies (rail, ship, bus, etc.), the claims for damage compensation are limited to the amount resulting from applicable international agreements or national laws. Makutsi assumes no liability for loss of personal effects, valuable objects, cash, jewellery, photo and video equipment, etc. (this rule also applies to theft from rental cars), as well as for loss, theft, damage or misuse of checks, credit cards or similar.

11.5 Local events, excursions and other services may be booked at the destination, outside of the travel arrangement. Due to local circumstances, these may be associated with special risks or require particular physical preconditions. The customer books such events at his own risk. Makutsi assumes no liability for these offers, if Makutsi as organiser or service provider is not expressly designated as responsible for them.

11.6 Indemnity

Makutsi is participant in the guarantee fund of the Swiss Travel Association, and guarantees the customer the securing of the amounts paid by him in connection with the booking of all-inclusive travel, as well as his return trip. More information can be found at Makutsi or www.star.ch.

12. Makutsi's liability as broker

Makutsi declines all liability for brokered services such as excursions, sports events, theatre trips, exhibits, transport services. The contractual conditions of the respective service providers shall apply.

13. Limitation

Damage compensation claims against MAKUTSI must be made within one year, regardless of grounds. The one-year limit period begins on the last day of the booked travel arrangement.

14. Data protection

At the request of the authorities of certain countries, it may be necessary to transmit specific information regarding the customer's journey and to from these countries to these authorities, for security and entry reasons. The customer allows Makutsi or the respective airline or other service provider to transmit personal information about the customer, known as the Passenger Name Record (PNR) information, to these authorities for these purposes, if this information is available. This includes, for example, traveller's full name, date of birth, full address, telephone numbers, information on accompanying passengers, date of booking/ticket issue and scheduled departure date, all types of payment information, travel status and travel route, Frequent Flyer number, information on baggage, all changes to the PNR in the past, etc. The customer acknowledges that this information may be transmitted to countries where data protection laws do not meet the level of data protection in Switzerland.

15. Insurance

15.1 Makutsi recommends that the customer take out cancellation insurance or a combined package with Europäische Reiseversicherungs AG at the time of booking, unless the customer has already taken out insurance with sufficient cover. The customer is requested to read the insurance conditions carefully and to contact the insurance company directly if he has questions. Makutsi is merely broker for the insurance and assumes no liability.

15.2 The transport companies are only liable within the framework of existing international agreements. Makutsi therefore recommends that the customer takes out an additional insurance cover independently: SOS Protection for travel incidents: If during the holiday the customer suffers a serious illness, serious injury, or serious damage to property (e.g. damage caused by fire, water, natural hazards, or theft), SOS Protection shall organise and pay for search and rescue, transport to hospital in the customer's travel country, or return transport to Switzerland. Travel baggage: A travel insurance policy covers costs arising from theft, damage or vandalism to baggage.

16. Applicable law and court of jurisdiction

Swiss law shall be applicable exclusively in the relationship between the customer and Makutsi, in connection with the provisions of private international law. Compulsory provisions of international agreements are reserved. Court of jurisdiction is Lucerne.

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