

# GENERAL CONDITIONS OF TRAVEL FOR ICELAND PROCRAISES GMBH (LTD.), SWITZERLAND

These General Conditions of Travel govern the legal relationship between the customer and Iceland ProCruises GmbH (Ltd.) (hereinafter referred to as Iceland ProCruises).

## 1. Registration and Confirmation

By submitting a travel registration, the customer offers Iceland ProCruises to conclude a binding travel contract. The registration can be completed online, in writing, verbally or by telephone. If the customer also books the trip for other participants, the customer is responsible for the obligations of the other participants as for their own; in particular for the payment of all booked services. The contract is concluded upon the unconditional confirmation from Iceland ProCruises or your booking office. Ancillary agreements and special requests are only part of the contract if they are expressly accepted in the confirmation. If the travel confirmation contains deviations from the registration, we will explicitly point this out to you. In this case, the travel confirmation shall constitute a (new) offer from Iceland ProCruises, and Iceland ProCruises shall be bound to this new offer for 10 days. This contract, on the basis of this new offer, shall be deemed as concluded once you declare the acceptance thereof to us within this period, e.g. by email, telephone or upon payment of the deposit.

## 2. Payment

When concluding the contract, 20% of the travel price shall be due within 10 days. The final payment must be made no later than 4 weeks prior to departure. For bookings less than 4 weeks prior to departure, the entire travel price shall be payable immediately. The travel documents will be delivered to you after complete payment of the travel price. Special conditions of payment may be reserved, which can be found in the respective catalogue description on the corresponding website. Cancellation and rebooking fees shall be due immediately.

Failure to pay the deposit or balance in time shall entitle Iceland ProCruises to refuse the provision of its travel services after a short grace period has passed without successful resolution. In this case, the trip shall be considered cancelled and the cancellation fees referred to in section 6.2 shall apply.

If you book the trip with a travel agency, the booking office may request a corresponding fee for advice, reservations and other activities, which must be paid in addition to the travel price.

## 3. Services

The contractual services result from the service description in our catalogue or on the website, as well as from the information in the travel confirmation referring to this. The prices for the arrangement are per person in US Dollar. In each case, the prices valid at the time of booking, based on the date of travel, shall be definitive.

The information specified on the Iceland ProCruises website does not constitute binding offers. The information published at the time of booking is definitive. Iceland ProCruises reserves the right to change the information on the website.

If you book a trip based on the contents of the brochure, and those description, services or prices have changed in the meantime, your booking office will inform you about this before you sign the contract. Iceland ProCruises reserves the right to make changes to brochure descriptions. Iceland ProCruises expressly notes that, due to weather conditions, nautical conditions, etc., the round trip may in the opposite direction or that the ports may be approached in a different order, etc. This especially applies to Greenland trips as the variable Arctic climate may cause delays and deviations from the voyage route. The captain decides on the voyage route etc. with sole responsibility.

As required by law, Iceland ProCruises shall make use of the name of the operating airline if you have booked an „Air & Ground“ arrangement with us as soon as it has been confirmed. Iceland ProCruises reserves the right to substitute a named airline with another airline. In this case, the name of the new airline will be communicated to you as soon as possible.

## 4. Duty of Cooperation

You are required to provide your name and the names of your fellow travellers as part of the booking, as they appear on the identity cards (passport, etc.) used for the trip. If the names on the travel documents, especially on the flight ticket, do not match the name on the identity card, you may be denied travel, for example by the airline or shipping company, or you may be charged for the reissuance of the ticket. In this case, services not purchased will not be reimbursed. Likewise, you may be denied entry into the destination country (or transit).

The instructions from the ship's crew, especially during embarkation and disembarkation, excursions with Zodiacs, etc., must be followed.

## 5. Changes to Services and Prices

**5.1.** Iceland ProCruises reserves the right, after conclusion of the contract, to change the travel route or individual agreed services if force majeure, unforeseeable or unavoidable circumstances, official measures, new legal provisions, strikes, etc. require this. Iceland ProCruises shall inform you of such changes and their effect on the travel price. Any warranty claims remain unaffected insofar as the modified services are subject to deficiencies.

**5.2.** Iceland ProCruises may use the advertised prices confirmed with the booking in the event of an increase in transport costs (including fuel surcharges) or the increase regarding newly introduced duties or charges for certain services, such as boarding or disembarkation fees, port or airport charges, security charges or a change in the exchange rates applicable to the trip in question, to the extent that such an increase, per person or per seat, affects the travel price. In the event of a subsequent change of the travel price, Iceland ProCruises will notify the traveller at least 22 days before departure.

**5.3.** In the event of price increases of more than 10% or in the event of a substantial change of the contract (i.e. a significant change in a significant travel service), the traveller is entitled to withdraw from the travel contract without charge or to request participation in an equivalent trip, if Iceland ProCruises is able to offer such a trip at no extra cost to the traveller from their offer. Should the replacement trip be cheaper, the price difference will be refunded. The traveller has to assert these rights within 5 days after Iceland ProCruises' announcement regarding the price increase or substantial contract amendment. If you do not inform Iceland ProCruises regarding your decision within this period, you agree to the modification of the program relative to the amendment of the individual contractual stipulations and/or price increase.

## 6. Cancellation by the Customer, Rebooking, Substitute Persons

**6.1.** You can withdraw from the trip at any time before departure of the trip. The cancellation must be made by email, in writing or in person to Iceland ProCruises or your booking office. Your resignation will take effect on the working day on which you contact us or your booking office, during normal office hours. For cancellations on Saturdays, Sundays and on public holidays and outside normal office hours, the next working day shall apply.

**6.2.** If you withdraw from the travel contract or if you do not travel without cancelling the travel contract, cancellation fees shall be charged. In calculating these costs, saved expenses and possible other uses of travel services shall typically be taken into account. Cancellation fees amount to:

30% of the travel price until 41 days before departure,  
60% of the travel price until 41-28 days before departure,  
90% of the travel price until 27-14 days before departure,  
100% of the travel price until 14-0 days before departure, or in case of no-show

If there are name changes for the booked participants, the travel documents must be reissued. In the case of „Air & Ground“, the airline may treat the name

change as a cancellation of the flight with a new registration. We will charge you a processing fee of US\$ 75,- for name changes and, in the case of „Air & Ground“, additional costs claimed by the airline.

A rebooking, such as a change of travel dates, other places of departure, etc. shall be treated as cancellations with a new registration. Should the change cause only minor costs, only these will be charged.

We recommend that you take out cancellation insurance that covers the cancellation costs in the case of an insured event in accordance with the insurance conditions.

## 7. Unused Services

**7.1.** If the traveller does not make use of individual travel services as a result of a premature return or for other reasons, no entitlement to repayment of the travel price or unobtained travel services shall apply. Iceland ProCruises will seek reimbursement of the saved expenses from the service providers. This obligation shall not apply in the case of minor services or if a refund is contrary to legal or official regulations. Iceland ProCruises may charge a reasonable handling fee for this activity.

**7.2.** In the event that the traveller has to cancel the trip for compelling reasons (e.g. due to an accident or illness), the tour guide or the service provider shall offer assistance with the organisation of the return journey. Any additional costs for the return trip, etc., shall be borne by the traveller.

## 8. Withdrawal and Cancellation by Iceland ProCruises GmbH (Ltd.) before Departure

**8.1.** Iceland ProCruises shall be able to withdraw from the contract up to 4 weeks before departure if the minimum number of participants stated in the respective travel description is not achieved. In the case of withdrawal, the paid travel price will be refunded (insurance premiums will not be refunded or remain due). Further claims shall be excluded.

**8.2.** If unforeseeable or unavoidable events, force majeure (e.g. natural disasters, epidemics, riots), official measures of any kind or strikes render the trip considerably more difficult, render it jeopardised or impossible, Iceland ProCruises reserves the right to cancel the trip. In this case, we will refund the paid travel price (insurance premiums will not be refunded or stay due). Further claims on part of the customer shall be excluded.

In determining whether a trip can be executed or not, we refer to the recommendations of the Federal Department of Foreign Affairs (DFA) and the Federal Office of Public Health (FOPH) and check whether a specific threat affecting the trip exists for the participant at the time of the trip. In the case of a concrete existing danger or a possible future concrete danger, we reserve the right to cancel the trip.

**8.3.** Iceland ProCruises may exclude a participant from the trip without notice if the traveller behaves contrary to the contract to such an extent that the immediate cancellation of the contract is justified. Iceland ProCruises reserves rights concerning the travel price. In this case, the cancellation fees according to section 6.2 are to be paid. Further claims for damages shall be reserved.

## 9. If You Have Any Complaints

The traveller is obliged to notify the tour guide immediately in the event of any disruption or loss of service. The latter is instructed to arrange redress insofar as this is possible. The travel documents contain further information on how to proceed in the event of service disruptions or failures.

The traveller is required to cooperate in the event of service disruptions within the scope of the statutory provisions to avoid or minimise any damage.

The tour guide, the service provider or Iceland ProCruises shall endeavour, within the scope of the agreed services, to remedy the situation within the reasonable time allowed for the trip. Iceland ProCruises may refuse to remedy the situation if it requires disproportionate effort or if the deficiency is the result of force majeure.

If, within this period, no remedy is provided or this is insufficient, we request you to direct your complaint to the tour guide; and if such a tour guide does not exist or addressing your complaint to him is not possible, please check with the service provider. These entities are not entitled to recognise claims on behalf of Iceland ProCruises. This confirmation is important for the assertion of any claims against Iceland ProCruises. In case of a major deficiency, which has not been eliminated, you can take care of the booked services yourself. The applicable expenses will be reimbursed to you under these General Conditions of Travel and applicable law.

If there is no remedy or self-remedy, and if it is not reasonable to continue the trip, the tour guide, the service provider or Iceland ProCruises shall assist you with the return journey to the place of departure of the first Iceland ProCruises travel service.

If you wish to claim deficiencies, reimbursements or make claims for damages etc. against Iceland ProCruises, you must submit your claim in writing to Iceland ProCruises within one month of the end of the contractual travel period. Your claim must include the confirmation of the tour guide or the service provider and any evidence.

If you do not display and confirm the deficiencies or damage etc. in accordance with this section, you lose and forfeit all rights, such as the right to redress, self-remediation, reduction of the travel price, termination of the contract, compensation, etc. The same shall apply if you have not made your claim in writing to us within one month of the contractual end of the trip. The regulation regarding baggage (below) is reserved.

Damage to baggage or its delayed delivery must be reported immediately on the spot to the airline responsible by means of a property irregularity report (PIR). Airlines usually refuse any claim for damages if no claim is made or if it is made late.

If baggage damage is not reported within 7 days following receipt, or damages due to delayed delivery of baggage within 21 days after the baggage has been made available, you shall not be able to utilise any rights.

## 10. Liability of Iceland ProCruises GmbH (Ltd.)

Iceland ProCruises is liable under applicable international treaties, international treaty-based laws and national laws.

The liability for expenses in the context of authorised self-remedy is limited to twice the travel price/person, subject to the provisions of these General Conditions of Travel and applicable laws.

## 11. Limitation and Exclusion of Liability of Iceland ProCruises GmbH (Ltd.)

**11.1.** The liability of Iceland ProCruises for damage which is not physical damage is limited to twice the travel price/person, insofar as the damage was neither intentional, nor grossly negligent. Iceland ProCruises reserves the right to further-going liability limits or disclaimers of applicable international treaties, international treaty-based laws and national laws, and these General Conditions of Travel. If Iceland ProCruises' services are subject to international agreements, international treaty-based laws or national laws that exclude or limit liability, Iceland ProCruises shall only be liable under these treaties and laws. This applies in particular to applicable maritime transport provisions and, where air transport is part of the service obligations of Iceland ProCruises, to provisions on the international and national carriage of passengers by air.

**11.2.** Iceland ProCruises shall not be liable if the damage was caused by customer negligence, unforeseeable or unavoidable negligence by third parties not involved in the performance of the contract, or despite due care by Iceland ProCruises, the service providers and agents, or as a result of force majeure.

In these cases, any liability for damages, obligation to compensate for intangible damages, frustration damages, compensation for self-remedy, etc. of Iceland ProCruises shall be excluded.

**11.3.** We expressly point out that you are responsible for the safekeeping of valuables, cash, jewellery, credit cards, photo and video equipment, mobile phones, etc. In the hotels and on the ship, valuables, etc., are to be kept in the safe. - Never leave these objects unattended in an unguarded vehicle, in the open in Zodiacs, etc. or anywhere else.

We are not liable for the theft, loss, damage or misuse of lost valuables, photo and video equipment, cash, jewellery, credit cards, mobile phones and other electronic devices.

**11.4.** Iceland ProCruises is not liable for any wasted holiday time, lost holiday pleasure, or damages resulting from frustration, etc.

**11.5.** Iceland ProCruises is not liable for third-party services, which have only been arranged (e.g. optional excursions) and which are expressly marked as third-party services in the travel description. If the customer books trips etc. during the trip with third-party companies, they conclude the contracts directly with these companies. Iceland ProCruises is not a contracting party in these cases and is not liable for the performance of such contracts.

## 12. Non-Contractual and Quasi-Contractual Liability of Iceland ProCruises

The non-contractual and quasi-contractual liability is based on the relevant legal provisions and international agreements. In the case of other damages (i.e. not personal injury), the liability is in any case limited to twice the travel price/person per traveller, unless international treaties, international treaty-based laws, national laws or these General Conditions of Contract and Travel provide for further-going liability limits or disclaimers. Non-contractual and/or quasi-contractual liability cannot justify any further liability than the contractual liability in accordance with these General Conditions of Travel.

## 13. Limitation Period

All claims become time-barred within one year after the end of the contractual travel. They may be subject to shorter limitation periods in the applicable international treaties, international treaty-based laws or national laws, as well as longer, contractually unchangeable limitation periods.

## 14. Passport, Visa, Customs, Currency and Health Regulations

In the trip description you will find general information regarding passport and entry regulations. Please state your nationality before booking, so that the booking office can inform you regarding the relevant regulations.

Your booking office assumes that there are no special features such as dual citizenship, statelessness, etc.

If you, as a citizen of a Schengen state, move from one Schengen state to another Schengen state, there are usually no systematic checks on your travel documents. Nevertheless, you must always be able to identify yourself with the prescribed travel documents. This means that you have to carry the prescribed identity card with you at all times.

The traveller is responsible for observing all applicable regulations to carry out the trip. All expenses, in particular the payment of cancellation fees, which arise from non-compliance with these regulations, shall be borne by the traveller, unless they are caused by a culpable case of inaccurate/incomplete information from the tour operator.

## 15. Baggage Regulations

Your booking office shall inform you about the general baggage regulations or you will find this information in the travel documents. Some airlines charge an additional fee for luggage which is not included in the price. Excess baggage, surfboards, golf bags, etc. may also incur additional costs. Under certain circumstances, such items of baggage will only be transported upon prior arrangement. You are required to take care of these arrangements yourself.

## 16. Insurance

**16.1.** For your own safety, we recommend taking out cancellation charge/baggage/travel accident/travel health insurance. For details, please contact us or your booking office.

**16.2.** Unless otherwise stated in the brochure description or travel confirmation, the travel price does not include any cancellation and/or return cost insurance.

## 17. Data Protection

**17.1.** Your data: We, and your booking office, require various data (such as first and last name, date of birth, address, telephone number, etc.) from you and your fellow travellers for the proper execution of the contract. We, and your Swiss booking office, are subject to the Swiss Data Protection Act. We are committed to keeping your information safe and storing it in Switzerland.

**17.2.** Transmission to service providers and authorities: We shall forward your data, insofar as it is necessary for the execution of the contract, to the service providers. These may be located abroad, where data protection may not comply with Swiss standards.

Both we and the service providers may be required by law or governmental order to forward data from you to (foreign) authorities. This applies in particular, but not exclusively, to accommodation and, for air travel, the PNR: Passenger Name Record.

**17.3.** Particularly sensitive personal data: Depending on the services booked, it may be that you provide us with personal information that is particularly worthy of protection. Thus, it may be possible to infer religious affiliation or state of health on the basis of a wish for food. Such data is usually forwarded to service providers for proper performance of the contract or may be disclosed to government agencies as a result of legal obligations or governmental orders. By providing us with such information, you expressly authorise us to use this information in accordance with this provision.

**17.4.** Information regarding our offers/programmes: We allow ourselves to inform you about our programs and trips in the future. You have the option to unsubscribe from Iceland ProCruises at any time.

**17.5.** Enforcement of rights: We reserve the right to share your information with authorities and third parties for the purpose of enforcing our legitimate interests. The same applies to the suspicion of a crime.

## 18. Bookings through our Website

When you book your trip through our website, the privacy policy posted on the website also applies.

## 19. Questions regarding Data Protection

If you have any questions regarding data protection, if you would like to inspect the data stored by us or wish to unsubscribe from our information service, please contact Iceland ProCruises GmbH (Ltd.), Baarerstr. 21, 6300 Zug, Switzerland.

## 20. Applicable Law and Jurisdiction

**20.1.** All legal relationships between you and Iceland ProCruises are governed by Swiss law. The exclusive place of jurisdiction for Iceland ProCruises is the registered office in Zug.

**20.2.** The ineffectiveness of individual provisions of the travel contract does not lead to the invalidity of the entire contract.

**20.3.** The above provisions regarding the choice of law and the place of jurisdiction shall apply subject to any provisions which may not be changed by contract in applicable laws or international agreements.

## 21. Tour Operator

Address and registered office of Iceland ProCruises GmbH (IPC) (Ltd.)

Baarerstr. 21  
6300 Zug  
Switzerland