

## Business Conditions for Travel Services of the Johnson Group GmbH, Gebenstorf

### 1. Completion of the Contract

1.1. On receiving your written, telephone or personal registration, a contract is completed between you and Johnson Group GmbH. From this moment on the rights and obligations contained in this contract (including the general contract and travel conditions) apply to you and Johnson Group GmbH. Therefore we would like to ask you to read the following regulations carefully.

#### 1.2. Scope of Application.

These general contract and travel conditions do not apply to airline tickets, rental cars or travel by ferry. In such cases the general conditions stipulated by the responsible societies apply.

#### 1.3. Differences between the Content of the Contract and the Prospectus.

Special wishes become part of this contract only if they are accepted unreservedly by the booking office and confirmed in writing.

### 2. Prices and Payment Conditions

#### 2.1. Prices

The price that you have to pay for the trip can be found in the Johnson Group GmbH prospectus, webpages or respectively in the price list included in the prospectus. If not specifically mentioned, the prices are to be understood in stated currency.

#### 2.2. Reservation Fees

In case of individual changes of package tours as well as concerning reservations not included in the package tour arrangements, the Johnson Group GmbH can charge a fee.

#### 2.3. Prepayment and Final Payment

As soon as a definite arrangement is booked, a prepayment of 25% of the agreed package tour price has to be made. In case of bookings made within 30 days prior to departure, as well as arrangements with early booking rebates or with bookings including airline tickets which have to be printed right away, the total amount of the invoice is to be paid when the definite booking is made. Furthermore, the booking office can demand that the customer sign a booking form. The final payment is due 30 days before departure.

If nothing else has been agreed upon, the customer will receive all the travel documents after the payment of the total amount of the invoice has been received, either personally or by mail. If the payment is not received in time, Johnson Group GmbH is entitled to annul the travel arrangement and invoice the annulment cost according to Article 3.

#### 2.4. Short-term Booking

If you book your trip less than 30 days prior to departure, then the total amount of the invoice is to be paid once one receives the booking confirmation.

#### 2.5. Price Increases

In exceptional cases it is possible that the prices which are given in the Johnson Group GmbH prospectus have to be raised additionally. Such price increases may result from: a) The additional increase of transportation costs (including increases in fuel cost). b) Introduction of new or increased governmental fees for instance airport fees. c) Changes in the rate of exchange. d) Price increases due to

governmental decrees for instance Value Added Tax (VAT). In case Johnson Group GmbH has to raise the prices which are indicated in the prospectus due to one of the reasons mentioned above, this price increase will be communicated to you at least 3 weeks prior to departure. If the price increase amounts to more than 10% of the price of the booking, you have the right to annul the contract within 5 days of receiving our note at no extra cost. Johnson Group GmbH will in this case reimburse you. You can also book a new trip which will be suggested by Johnson Group GmbH as a replacement. We will go to the trouble to offer such a trip. The price difference between your originally booked trip and the cheaper replacement trip, will be reimbursed without question. The above-mentioned rights are also at your disposal if a program change within 3 weeks prior to departure leads to increased costs which are similar to price increases mentioned above.

### 3. Cancelling Conditions and Changes

#### 3.1. Notification to your booking office

If you cancel your trip (annul) or wish to make a change or rebooking of your already booked trip, you have to notify this to your booking office personally or in writing. You are responsible for proving the validity of the annulment. At the same time, all the travel documents which you have received have to be given back to the booking office.

#### 3.2. Administrative Charges

An administrative charge of CHF 60.- per person, though not more than CHF 120.- per case, will be levied for annulments, changes and rebookings. In addition, there may be telephone and fax charges. These administrative charges are not covered through a possible annulment insurance. During the annulment period, additional conditions according to Article 3.3 are valid.

#### 3.3. Costs of Annulment

In case there are no special conditions of annulment printed in the Johnson Group GmbH prospectus, the following rules apply: Through the annulment of airline flights you only pay administrative fees as long as the ticket has not been issued. After the ticket has been issued, the special annulment conditions of the airline are valid. In case of all other reservations the following costs of annulment will be billed as a percent of the package price:

- Up to 32 days prior to the beginning of the trip, 30%
- 31-15 days, 60%
- 14 - 8 days, 75%
- 7- 0 days until day of departure and no show without earlier cancellation, 100%

The arrival date of your explanation at the booking office determines the calculation of the cancellation date or the date of the change.

In case of a cancellation on a Saturday, Sunday or holiday the following workday is decisive.

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### 3.4. Insuring the Annulment Costs

We recommend that you sign up for annulment insurance, especially a Multi-Trip Insurance supplied by the European Travel Insurance.

In case of serious illness, accident or death of an insured person, or a close relative (spouse, parent or close relative) as well as through significant damage to personal property, the costs of annulment for the booked services (Article 3.3) will be reimbursed.

The modality of the reimbursement is in agreement with the regulations of the insurance company.

### 3.5. Replacement Person

In case you cannot set out on your trip, then Johnson Group GmbH is willing to accept a replacement for you. This replacement person will however be ready to declare to accept your travel arrangement with the same conditions as those agreed upon with us. Furthermore, this person has to fulfil the special conditions of the trip (passport, visa or vaccination). No legal regulations or orders of the authorities can stand in the way. No rebooking can be made for certain trips because of special transport conditions or similar matters. Likewise, such a rebooking can only be made within a certain time interval.

The administrative fees and possible additional costs (a more expensive room category) are to be paid by you and the replacement person. You and the replacement person are solely liable for the payment of the price and the additional costs. If you name the replacement person too late or the replacement person cannot set out on the trip due to one of the above-mentioned reasons, then your cancellation of the trip is valid as an annulment. (Article 3.3)

## 4. Liability

### 4.1. General

You will be reimbursed in case of provable inferior services the difference in the value of the services agreed upon by Johnson Group GmbH. This will be done if our travel firm or the service provider (hotel, rental agency etc) could not provide locally service of equal value and we are to blame for the inferior service. This liability is limited to the price of the trip and the immediate damage (see Article 4.5).

### 4.2. Liability Limits

If international agreements or national laws contain limiting applications in case of damage caused by these agreements not being fulfilled, then these limits are valid to the favour of Johnson Group GmbH. To this extent Johnson Group GmbH is only liable within the framework of these international agreements or national laws.

### 4.3. Liability Exclusions

Johnson Group GmbH is not liable if the contract is not totally fulfilled (including delays etc) and is due to the following causes: a) Omissions on your part before or during the trip. b) Unforeseen or inevitable omissions of a third party who is not involved in providing the contractual service. c) Natural occurrences or an occurrence which Johnson Group GmbH

or the service provider could not foresee or avoid in spite of using all necessary care. d) Bad weather.

### 4.4. Injury to Persons

For injury to persons, death, bodily damage etc during the trip Johnson Group GmbH takes over the liability only as far as these damages were caused by Johnson Group GmbH or another company working for us who were at fault. A reservation is made for application of international agreements and national laws (see Article 4.2).

### 4.5. Material and Financial Damage

In case of material or financial damage which occurs during a trip organised by the Johnson Group GmbH, we take over the liability in case we or a company working for us are to be blamed. The liability is though limited to not more than the price of the trip and the immediate damage caused. Reservations are made concerning lower liability limits which could result from international agreements and national laws (see Article 4.2).

### 4.6. Insurance

In any case we would like to recommend that you get additional insurance coverage for instance concerning accident and illness, baggage and a separate return trip etc. Your booking office will gladly advise you on this issue.

## 5. Complaints

### 5.1. Shortcomings of the Trip

Should you during the trip have occasion for complaints or suffer some type of damage, you should inform the tour guide of Johnson Group GmbH or the local service provider (hotel, car rental etc). This is a necessary pre-condition for a later assertion of your claims and aside from that in most cases would lead to immediate action to rectify matters.

### 5.2. Confirmation of Shortcomings and their Rectification

In case rectification is not possible within 48 hours and it has to do with serious shortcomings, you are entitled to rectify matters yourself. The costs that result from this endeavour will be reimbursed by Johnson Group GmbH against receipts. A pre-condition for any assertions of replacement claims is however that you have Johnson Group GmbH travel guide or the local provider of services confirm the shortcomings in writing. To avoid any difficulties during the settlement of the damages, we recommend that before you decide on what type of damages you claim that you talk to the responsible tour organiser Johnson Group GmbH (tel: 0041-588 00 82) to agree on further procedures. If it is not reasonable to expect that the trip can be continued because of serious shortcomings, you have to get into contact with Johnson Group GmbH right away to discuss further procedures.

### 5.3. Registration of Demands

Your complaints and the confirmation by the Johnson Group GmbH travel guidance, or the local guide and provider of services respectively, have to be handed in in a written form no later

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than 30 days after the contractual planned end of the trip. If you do not fulfil these conditions any claim for damage compensation becomes invalid.

### 6. Changes in the Program

6.1 Johnson Group GmbH reserves the right also in your own interest to change programs or individual services which had been agreed on after you started on the trip, if unforeseen circumstances arise. In particular this can be the case when changes are due to natural causes beyond our control, measures taken by the authorities and delays caused by third parties which Johnson Group GmbH does not have to cover. It goes without saying that we try to inform you about such changes as early as possible.

#### 6.2 Diminished Value of the Trip

If Johnson Group GmbH has to change a trip you have already set out on, such that an objective diminished value of the originally agreed upon service results, you will get a reimbursement. This does not apply if circumstances are according to and in the spirit of Article 6.1.

### 7. If a Trip Cannot be Taken

7.1 Johnson Group GmbH is entitled to cancel a trip if actions or omissions on your part are a legitimate cause. In this case you will be charged the cost of annulment according to Article 3.3.

#### 7.2. Minimum Number of Participants

If fewer persons participate in a trip than the minimum number of persons stated in the Johnson Group GmbH prospectus then we are entitled to cancel the trip no later than 3 weeks before the pre-arranged beginning of the trip. You have the right for reimbursement for the price of the trip. Any further claims are ruled out.

#### 7.3. Natural Causes beyond our Control

Occurrences due to natural causes beyond our control, measures taken by the authorities or strikes can force Johnson Group GmbH to cancel the trip. In such a case, we will try to inform you as quickly as possible. You have a lawful right for reimbursement for the price of the trip, as long as Johnson Group GmbH is not charged by the providers of the services. Any further claims are ruled out.

### 8. Immigration, Visa and Health Regulations

8.1. For citizens of Switzerland and the Principality of Liechtenstein, the following passport and visa regulations are valid at the time of the printing of these conditions:

- Iceland, Denmark, Greenland: valid passport or a valid ID card

- No regulations concerning vaccinations

Citizens of other countries are obliged to inform themselves about the valid conditions from the booking office or the respective consulate.

#### 8.2. Responsibility for Observance for these Rules

The travellers themselves are responsible for fulfilling the immigration visa and health

regulations. Before you set out on the trip, make sure you are carrying all the necessary documents on your person. Johnson Group GmbH would like to call your attention to the fact that in case of a possible denial of entry, likely additional costs of a return trip have to be taken over by you.

### 9. Ombudsman

9.1. Before you take a case to court, you should contact the independent Ombudsman for the travel industry. The Ombudsman endeavors to find a fair and balanced agreement in case of any kind of problems between you and Johnson Group GmbH or respectively the travel office where you booked your trip.

#### 9.2. The Address of the Ombudsman is:

**Ombudsman Der Schweizer Reise Branche**  
Postfach  
CH 8038 Zürich  
T: +41 (0)44 485 45 35  
info@ombudsman-touristik.ch

#### Trip Guarantee

We are as Tour Operator a participant in the Swiss Travel Association and we guarantee the safeguarding of the money paid in connection with the booking of a tour. You can get detailed information either from your booking office or under [www.star.ch](http://www.star.ch)

#### Responsible Tour Organizer:

Johnson Group GmbH  
Hauptstrasse 81  
5085 Sulz  
SCHWEIZ

### 10. Applicable Law and Place of Jurisdiction

The legal regulations between you and the Johnson Group GmbH fall under Swiss law. Place of jurisdiction for all disputes concerning the application of this contract is Laufenburg Switzerland.

please refer to the German version for further information about the applicable law. This is a translation of the German version only. In case of a dispute the German version applies.