

General Terms and Conditions of Travel and Contract DERTOOUR Suisse AG

These General Terms and Conditions of Travel and Contract (hereinafter referred to as «GTCTC») are an integral part of the travel contract concluded between the customer and DERTOOUR Suisse AG (Herostrasse 12, 8048 Zurich, hereinafter referred to as «DTCH»). They apply to the brands Kuoni, Kuoni Cruises, Kuoni Sports Travel, Helvetic Tours, Hotelplan, Golf and Travel, Kontiki Reisen, Manta Reisen, Migros Ferien, Dorado Latin Tours, Asia365, Cotravel, Pink Cloud, Private Safaris, Travelhouse, tourisme pour tous, vtours suisse and MICExperts. The rights and obligations of the customer and DTCH result from the individual, written agreement, from these GTCTC and from the statutory provisions. In all other respects, the general travel information in the publications of DTCH must also be observed. If, for the sake of simplicity, only the «customer» is mentioned below, this also covers «customers» in the plural.

1. CONCLUSION OF CONTRACT

1.1. Conclusion of the contract

The performance descriptions published by DTCH (e.g. on the internet or in travel brochures) are to be understood as an invitation to submit an offer (Art. 7 para. 2 OR). The customer can make a booking in person, by telephone, in writing (e.g. letter, email, WhatsApp, chat) or via the internet. With the booking, the customer makes a binding offer to DTCH to conclude a travel contract. The definitive booking of the travel contract takes place upon receipt (acceptance) of the booking (verbally, in writing, by email, etc.).

1.2. Contracting parties

1.2.1. The travel contract is concluded between the customer and DTCH. As a contractual partner of DTCH, the customer is liable for all travel participants whom they register for the travel. These GTCTC are binding for all travel participants.

1.2.2. In the case of the mere arrangement of third-party services, the contract is concluded between the customer and the third-party company. DTCH is not a party to the contract in such cases and these GTCTC are not applicable. This also applies to arranged flight-only bookings, where the contract is concluded directly with the airline, and DTCH is not responsible for the performance of the contract.

1.3. Provisional reservation

Provisional reservations are possible for certain services. These do not constitute a travel contract and are non-binding for both parties.

2. PERFORMANCE OF DTCH

2.1. Scope of performance

The scope of performance is generally determined by the information communicated by DTCH in writing (e.g. by email, in the travel confirmation, invoice) as well as by the performance descriptions in DTCH's general publications (e.g. on the internet or in travel brochures). In the event of unforeseen and unavoidable events or force majeure, such as war and associated effects, strikes, natural disasters, withdrawal of landing rights, epidemics, pandemics and associated official measures, the scope of DTCH's performance is limited or reduced. In the aforementioned cases, the performance descriptions in DTCH's general publications are not binding. In the event of limited or reduced service provision in the event of an unforeseen and unavoidable event or force majeure, the customer is not entitled to a refund of the travel price. Further damages are rejected.

In the event of contradictions, the information communicated in writing will take precedence. Special requests by the customer as well as subsequent ancillary agreements require an explicit written confirmation from DTCH in order to be valid.

DTCH's performance includes all services in connection with consultations, clarifications, preparation of travel proposals, bookings, rebookings, cancellations or contract terminations. These services are charged separately (see Section 3.2).

2.2. Special case of hotel facilities

The availability of the hotel facilities listed in the performance descriptions (e.g. sports and wellness offers, conference rooms) cannot be guaranteed. Certain facilities may not be located in the immediate vicinity of the accommodation and/or may be provided by third party providers.

3. PRICES AND FEES

3.1. Pricing

The travel price is determined primarily according to the information communicated by DTCH in writing (e.g. by email, travel confirmation, invoice) and subordinately according to the prices published in DTCH's general publications (e.g. on the internet or in travel brochures). Unless otherwise stated, the prices are per person in Swiss francs (including VAT), with accommodation in a

double room and for a maximum of 9 participants. Prices may vary in the case of 10 persons or more. The prices valid at the time of booking are decisive. Trips over several price periods are charged proportionally to the respective seasonal prices. Fees charged by the booking office for processing and reservation, as well as any additional costs for the trip and on site (e.g. visa fees, tourism taxes) remain reserved.

3.2. Fees

DTCH provides fee-based services (cf. Section 2.1), which are not included in the package tour price and are not refundable. DTCH charges the following fees for these services:

- Consulting fees: Costs for the individual preparation of travel requests (preparation of the offer), depending on the sales brand, a flat-rate fee of CHF 100.00 or CHF 150.00. These fees will be offset against a booking;
- Service fees (per booking): Costs (in accordance with the offer) for the reservation and organisation overheads for the trip (administrative and operational overheads);
- Processing fees: Costs (in accordance with the offer and Section 4.3, Section 5) in the event of rebookings, cancellations or withdrawal from the package tour by the customer.

The aforementioned fees are owed regardless of the (package) travel price and will not be refunded if no booking is made, if DTCH has to cancel the package tour due to unforeseeable or unavoidable circumstances or force majeure (e.g. war and associated effects, strike, natural disasters, withdrawal of landing rights, epidemics, pandemics and related official measures) or if the customer withdraws from the package tour.

For corporate clients, the fee models referred to in the separate framework agreement apply.

3.3. Price increases

3.3.1. In the event of subsequent increases in the actual costs incurred, DTCH reserves the right to increase the travel price accordingly after conclusion of the contract, in particular in the case of:

- An increase in transport costs (e.g. fuel surcharges)
- Newly introduced or increased taxes and/or duties (e.g. landing fees, increase in VAT)
- Exchange rate changes
- Invoice and publication errors

3.3.2. Price increases can be claimed up to 21 days before the planned start of the trip at the latest. If the price increase is more than 10% of the travel price, the customer is entitled to withdraw from the contract free of charge within 5 working days of notification of the price increase. In this case, the customer is free to take an alternative trip if possible. If the replacement trip is inferior to the contractually agreed trip, the customer can demand compensation for the reduced value. Further claims for damages are excluded.

3.4. Terms of payment

A deposit of 30% of the travel price is due for payment 10 days after the conclusion of the contract. The final payment is due for payment 45 days before the planned start of the trip. In the following cases, the entire travel price is already due for payment at the conclusion of the contract:

- Conclusion of the contract less than 45 days before the planned start of the trip
- Travel with special conditions (e.g. special promotions)
- Online bookings at Swiss Francs prices
- Flight tickets that must be issued immediately

3.5. Default of payment

The above-mentioned payment dates are default dates (Art. 102 para. 2 OR). In the event of late payment, the customer will be in default without a reminder. DTCH is entitled to withdraw from the contract without setting a deadline and to refuse the travel service. In this case, the cancellation fees according to Section 4.1.2 are owed. The travel documents will only be sent to the customer after full payment of the travel price.

4. WITHDRAWAL FROM OR TERMINATION OF THE CONTRACT BY THE CUSTOMER

4.1. Withdrawal before the start of the trip

4.1.1. The customer can withdraw from the trip at any time before the start of the trip. The declaration of withdrawal must be made in writing. The withdrawal becomes binding as soon as it has been confirmed in writing by DTCH. The decisive date for determining the subsequent cancellation fees is the date of delivery of the declaration of withdrawal to DTCH.

4.1.2. Depending on the time of withdrawal, the customer must pay DTCH a flat-rate cancellation fee as well as a processing fee (Section 4.3). The amount of the cancellation costs is determined in accordance with the relevant cancellation conditions of the brand in question (see Annex). The compensation amounts cover DTCH's

expected costs and are reasonable against this background. The right to assert claims for damages in excess of the flat-rate cancellation fee is reserved.

4.1.3. The customer has to pay a flat-rate cancellation and processing fee in accordance with Section 4.1.2 if they do not comply for personal reasons with the required health formalities of the destination country (e.g. vaccination, Covid-19 vaccination, PCR test, etc.) at the time of booking or travel and therefore withdraws from the trip. The customer pays a flat-rate cancellation and processing fee in accordance with Section 4.1.2 if, at the time of booking or travel, there is a mandatory quarantine obligation for non-vaccinated and non-recovered persons (e.g. Covid-19 virus) imposed by the Swiss Federal Office of Public Health (FOPH) after returning from certain destinations and the customer does not comply with the health formalities for personal reasons and therefore withdraws from the trip.

4.1.4. The customer has to pay a flat-rate cancellation and processing fee in accordance with Section 4.1.2 if the Federal Department of Foreign Affairs (FDFA) and/or the FOPH have expressly advised against travel to the planned travel region at the time of booking and the customer books the trip despite being informed accordingly by DTCH and withdraws before the start of the trip. In this case, DTCH excludes any warranty. The customer acknowledges that the conclusion of the travel contract in this case is within their own sole sphere of risk.

4.1.5. Notwithstanding Section 4.1.2, the following cases remain reserved:

- For flights, hotel services or offers from third-party providers, travel by ship as well as for the rental of passenger cars and motorhomes, the conditions of the respective service provider (e.g. airline, tour operator, shipping company) apply. The customer will be made aware of these terms and conditions when concluding the contract.
- If the FDFA and/or the FOPH expressly advises against travel to the planned travel region, the customer only has to pay the fees in accordance with Sections 3.2 and 4.3 (consulting, service and processing fees), any insurance premiums and visa expenses.
- If a replacement person proposed by the customer agrees to enter into the contract with all rights and obligations in place of the customer and to undertake the travel under the agreed conditions, only the processing fees (Section 4.3) and any additional costs are owed in addition to the travel price. The replacement person must meet all travel requirements (e.g. legal or regulatory requirements, visa requirements) and the change must be accepted by the service providers. The customer is jointly and severally liable with the replacement person for the payment of the price as well as for any additional costs.
- In the event of subsequent price increases, the customer has the right to withdraw from the contract in accordance with the provisions of Section 3.3.

4.2. Withdrawal from the contract during the trip

If the customer withdraws from the contract during the trip or no longer wants to make use of individual services, there is no entitlement to a refund of the travel price and the fees paid (Section 3.2).

4.3. Processing fee in case of cancellation

In the event of a trip cancellation by the customer, DTCH charges processing fees of CHF 100 (for 1 person) and CHF 200 (from 2 persons) to cover the expenses in connection with the cancellation (in particular processing of the booking file and winding up the contracts with service providers). The customer owes this fee regardless of the cancellation costs.

5. WITHDRAWAL OR TERMINATION OF CONTRACT BY DTCH

5.1. Material error

In the event of a material error in the conclusion of the contract, in particular in the event of calculation and/or publication errors in the travel price, DTCH is entitled to withdraw from the contract. The customer is entitled to a refund of the payments made.

5.2. Failure to reach the minimum number of participants
If the minimum number of participants planned for a trip is not reached, DTCH is entitled to withdraw from the contract no later than 21 days before the planned start of the trip. The customer is entitled to a refund of the payments made. Alternatively, the customer is free to take an alternative trip if possible. If the replacement trip is inferior to the contractually agreed trip, the customer can demand compensation for the reduced value. Further claims for damages are excluded.

5.3. Unforeseeable or unavoidable circumstances

If unforeseeable or unavoidable circumstances or force majeure (e.g. war and associated effects, strike, natural disasters, withdrawal of landing rights, epidemics, pandemics and associated official measures) prevent the planned execution of the trip,

DTCH is entitled to withdraw from the contract. If the package tour is cancelled before the start of the trip, the customer will be refunded the full travel price, less the fees owed (consulting, service and processing fee in accordance with Section 3.2). Compensation for damages is excluded. Alternatively, the customer is free to take an alternative trip if possible. If the replacement trip is inferior to the contractually agreed trip, the customer can demand compensation for the reduced value. In the event of termination of the contract after the start of the trip, claims for damages by the customer are excluded, in particular compensation for additional costs (e.g. flight or hotel costs).

5.4. Unreasonableness

If the customer or a tour participant under their own responsibility makes compliance with the contract unreasonable for DTCH due to inappropriate behaviour, DTCH is entitled to withdraw from the contract or to terminate it. It is also considered inappropriate behaviour if the customer's state of health clearly does not meet the requirements listed in the service description or assumed in good faith. The customer has to pay the processing fees in accordance with Section 4.3 as well as the flat-rate cancellation fees in accordance with Section 4.1.2.

6. CHANGES TO THE TRIP (REBOOKINGS)

6.1. Changes by the customer

6.1.1. After conclusion of the contract, the customer is not entitled to changes to the content of the contract (rebookings). However, DTCH will endeavour to comply with the customer's rebooking requests if possible. If DTCH makes a rebooking at the customer's request, processing fees of at least CHF 100 per person or a maximum of CHF 200 per order will be charged (in addition to any additional costs).

6.1.2. The request for a rebooking must be made in writing. The rebooking becomes binding as soon as it has been confirmed in writing by DTCH.

6.1.3. Additional services already used (e.g. diving packages) will not be refunded. Services not yet used (full packages) will be refunded after deduction of any fees, provided that a written confirmation from the service provider is handed over to DTCH and the services are not invoiced.

6.2. Changes by DTCH and reservation of amendment

6.2.1. DTCH reserves the right to change its service offerings at any time (reservation of amendment). In particular, the tour operator is entitled to unilaterally change the published service offers (hotel, airline, itinerary, price indications) in its catalogues, internet, etc. at any time.

6.2.2. If unforeseeable or unavoidable circumstances or force majeure (e.g. war and associated effects, strike, natural disasters, withdrawal of landing rights, epidemics, pandemics and associated official measures) affect the scheduled execution of the trip, DTCH is entitled to change individual services (e.g. accommodation, means of transport). This also applies to overbooking problems.

6.2.3. In the event of a significant change to a material point of the contract, the customer is also entitled to withdraw from the contract free of charge within 5 working days of notification of the change.

6.2.4. The customer is not entitled to the aforementioned claims if they or a tour participant under their responsibility makes compliance with the contract unreasonable for DTCH due to inappropriate behaviour. It is also considered inappropriate behaviour if the customer's state of health clearly does not meet the requirements listed in the service description or assumed in good faith. DTCH also reserves the right to subsequently increase prices (Section 3.2).

7. CUSTOMER'S OBLIGATIONS TO COOPERATE

7.1. In addition to the payment of the travel price, the customer has the following obligations to cooperate:

- The customer must immediately check the documents transmitted to them (e.g. invoice, travel confirmation, travel documents) for correctness and completeness, in particular for compliance with the booking, and inform DTCH immediately in writing in the event of discrepancies.
- The customer is responsible for complying with the relevant entry requirements (in particular regarding the validity of the passport, obtaining visas, vaccinations).
- The customer is responsible for compliance with the check-in times specified by the service providers (e.g. airport) and baggage regulations. If the customer does not depart or departs too late (no-show), the travel price will not be refunded. The obligation to carry shall not apply. If the customer misses the return flight, they must book another return flight at their own expense. This applies in particular also in the case of flight schedule changes.
- In the event of pregnancy, the customer must inform themselves in advance about the transport conditions and comply with these. In addition, the customer is obliged to inform DTCH in writing of the pregnancy.
- With regard to the requirements of the planned trip, the customer must assess their own state of health and, if necessary, refrain from travelling.

7.2. If the customer violates its obligations to cooperate, DTCH shall assume no liability (Section 9). Claims for compensation by the customer due to defects (Section 8) shall lapse.

8. COMPLAINTS

8.1. Obligation to complain without delay

In the event of complaints during the trip, the customer must immediately notify the service provider and the local representation of DTCH, or, in their absence, the booking office. DTCH will strive to find suitable solutions. If no suitable solution can be found on site, the customer must obtain written confirmation from the service provider or from the local representative (facts, list of defects). However, the service provider and the local representative are not entitled to acknowledge any claims of the customer.

8.2. Claims for compensation by the customer

The customer must submit their complaint to DTCH in writing, together with the confirmation in accordance with Section 8.1, within 30 days of the end of the trip. In the absence of notification and/or confirmation in accordance with Section 8.1, the customer shall not be entitled to any claims for compensation.

9. LIABILITY

9.1. Scope of liability

DTCH is liable to the customer for the proper performance of the contract, in particular for the careful selection and monitoring of the service providers as well as the professional organisation of the trip, unless the customer's insurance pays for any losses.

9.2. Limitation of liability and disclaimers

9.2.1. Liability for all damages that are not personal injury is limited to twice the travel price for each contract.

9.2.2. DTCH shall not be liable if the non-performance or non-fulfilment of the travel contract in accordance with the contract is due to:

- Negligence of the customer (e.g. failure to comply with the entry requirements (e.g. rejection of visa applications, etc.), non-transport due to pregnancy, sanctions under criminal law and other personal reasons of the customer).
- Unforeseeable or unavoidable negligence by third parties (e.g. delays by transport companies, strikes, disruptions to services in the case of merely arranged third-party services)
- Unforeseeable or unavoidable circumstances or force majeure (e.g. war and associated effects, natural disasters, withdrawal of landing rights, official orders, lack of transit/transport permits, epidemics and pandemics and related official measures)

The restrictions on compensation provided for in international conventions (e.g. Air Passenger Rights Regulation, Montreal Convention) in the event of damage resulting from non-performance or non-contractual performance of the contract remain reserved.

9.2.3. If the customer takes part in a substitute trip organised by DTCH, DTCH's liability is limited to any reduction in value of the substitute trip compared to the contractually owed trip.

9.3. Assignment of claims for damages

If DTCH compensates the customer for losses caused to it by a service provider, the customer hereby assigns their claims for damages against the service provider to DTCH.

10. DATA PROTECTION

We process the personal data you provide to us in accordance with applicable data protection law. Further information on the handling of your personal data can be found in our Privacy Policy (<https://www.dertour-suisse.com/site/datenschutz>). If you provide your email address when booking your trip, we will use it to inform you about our travel offers. If you do not wish to receive information, you can object to this use at any time free of charge. We will also point this out to you every time we use your email address for this purpose. Alternatively, you can object to the receipt of advertising emails at the time of booking.

11. APPLICABLE LAW AND JURISDICTION

11.1. Swiss law shall apply exclusively to the contractual relationship between the customer and DTCH.

11.2. Subject to mandatory statutory provisions, the place of jurisdiction is Zurich.

12. MISCELLANEOUS

12.1. Authoritative language

In the event of differences in interpretation due to different wording in the different language versions, the German version shall prevail.

12.2. Invalidity of a provision

Should one or more of the above provisions be or become invalid, this shall not affect the validity of the remaining provisions.

12.3. Ombudsman

The parties are free to appeal to the Ombudsman of the Swiss Travel Industry (www.ombudsman-touristik.ch) in order to reach an out-of-court settlement before any legal dispute.

12.4. Travel guarantee

DTCH is a member of the Guarantee Fund of the Swiss Travel Industry.

12.5. Insurance

DTCH strongly recommends that you take out travel insurance (cancellation costs and travel incidents) as well as insurance to cover repatriation costs in the event of an accident or illness. The travel insurance is brokered by DTCH and can be taken out when booking the trip. The insurance contract and the general terms and conditions of contract (GTC) are concluded directly with the insurance company. DTCH may unilaterally amend the GTC at any time. The respective DTCH brands publish the most up-to-date version of the GTC electronically.

ANNEX TO Section 4.1.2.

Cancellation costs

The following applies to the Golf and Travel brand:

CANCELLATION OF PACKAGE TOURS WITH CHARTER FLIGHT, CHARTER FLIGHT-ONLY OR HOTEL-ONLY (HOTEL SERVICE WITHOUT FLIGHT)

In addition to the processing fee (Section 4.3), the following costs are charged:

31–15 days before outward travel 30%

14–8 days before outward travel 50%

7–1 days before outward travel 80%

On the day of outward travel / no-show 100%

CANCELLATION OF PACKAGE HOLIDAYS WITH SCHEDULED FLIGHTS OR LOW-COST CARRIERS AS WELL AS DYNAMIC OFFERS

(Daily compiled and priced package tours) From the date of booking: 100%

SPECIAL CONDITIONS

Depending on the type of service (hotel, tickets, motorhomes, etc.), provider or travel period (especially Christmas / New Year's Eve, public holidays, etc.), different conditions of up to 100 % of the travel price from the time of booking may apply. Special payment and cancellation conditions also apply to group tours. The conditions will be communicated to you before or at the time of booking and/or with the written confirmation.

DERTOUR Suisse AG, 13 May 2026