Terms and Conditions of Travel FLORY KERN Ski Berge Abenteuer GmbH

Dear guests,

The following Terms and Conditions will become part of any valid travel contract between you as the client and Flory Kern Ski Berge Abenteuer GmbH (including the mountain biking division Top Bike Trails), hereinafter referred to as "FLORY KERN". They complement the legal provisions of Sections 651a – y of the German Civil Code (BGB) and the Articles 250 and 252 of the Introductory Law to the German Civil Code (EGBGB). **Please read these Terms and Conditions carefully prior to booking.**

1. Conclusion of the Travel Contract, Clients' Obligations

1.1. For **all methods of booking** the following will apply:
a) The travel offer and booking is based on the travel description and the additional information provided by **FLORY KERN** as provided and available to the client at the time of booking.
b) FLORY KERN does not permit third-party persons or external travel agencies to make agreements, provide information, guarantees or assurances, which in any way amend or make changes to the agreed contents of the travel contract or offer any other additional services that go beyond or contradict the published travel description and contract of **FLORY KERN**.
c) Any information provided in hotel leaflets or similar directories that have not been published by **FLORY KERN** have no binding effect for **FLORY KERN** and its contractual obligations, unless explicitly agreed otherwise.
d) In cases where the content of the travel booking confirmation differs from the content of the booking placed by the client, this confirmation acts as a new offer from **FLORY KERN**. The travel package will be concluded on the basis of this new offer, provided that **FLORY KERN** has communicated such amendments to the client and has fulfilled pre-contractual information duties and the client has declared acceptance either expressively or by means of a deposit.
e) All information provided by **FLORY KERN** prior to the conclusion of the travel package contract in relation to specific details of the offered travel services, prices and additional costs, the conditions of payment, the minimum number of travel participants and standard cancellation fees (in accordance with Article 250 Subsection 3 , numbers 1, 3-5 and 7 EGBGB – Introductory Law to the German Civil Code) shall not be considered part of the contract only in cases where this has been expressively and explicitly agreed upon by both parties does this apply.
f) In cases where the client has made bookings on behalf of others, the client is liable for the contractual duties for all fellow travellers in the same way that he is liable for his own contractual duties, provided that this person has assumed this obligation by means of an expressive and separate declaration.
1.2. The following applies to bookings made **orally, per telephone, in writing, by email or by fax:**
a) With the booking (travel registration) the client of **FLORY KERN** concludes a binding travel contract with **FLORY KERN**. The client is bound to the contract for **3 working days**.
b) The travel contract is valid as soon as **FLORY KERN** confirms the booking. Upon or immediately after the conclusion of the travel package contract, **FLORY KERN** will provide the client with the relevant booking confirmation on a preservable medium that allows the client to keep or store the booking confirmation and gives the client access to the booking within an adequate period of time (e.g. on paper or in an email attachment), provided that the client is not entitled to a paper booking confirmation in accordance with Article 250 Section 6 Subsection (1), second sentence EGBGB (Introductory Law to the German Civil Code), which applies in cases where the travel contract is concluded in the physical presence of both parties or outside business premises.
1.3. The following applies to bookings made **electronically (e.g. internet, app, or telemedia):**
a) The client is to be informed about the relevant online booking procedure of **FLORY KERN**.
b) The client will be informed and instructed regarding the various functions to **correct, delete or the reset the online booking form**.
c) The **language options** that can be used for the booking process are provided on the website of **FLORY KERN**. **Only the original German language version(s) is (are) binding and governing.**
d) In cases where the **textual content of the travel package contract from FLORY KERN** is saved electronically, the client will be informed accordingly about the possibility to access and view the contract's text.
e) By pressing the **"book now!"** (binding booking that results in a duty of payment) button the customer offers **FLORY KERN** to accept the booking and to conclude the travel package contract to which the client is bound to for a period of three working days after having sent the electronic booking.
f) The customer will immediately receive an electronic confirmation of receipt of his/her booking.
g) The transmission of the online booking by use of the "book now!" button **does not guarantee the conclusion of a travel package contract** on the basis of the submitted booking. **FLORY KERN** may choose to accept or decline the travel contract offer from the client.
h) The travel contract is concluded upon the client **receiving the booking confirmation** from **FLORY KERN**.
i) If an electronic booking confirmation is automatically triggered and visible on the screen immediately upon the client having activated the "book now!" button, a contractual relationship is concluded upon the client receiving such booking confirmation (**real time booking**). In such cases, the client may opt to electronically save or print such booking confirmation. Either way, a binding travel package contract shall have been concluded, irrespective of whether the client opts to save or print the booking confirmation or decides to do neither. **FLORY KERN** will also provide the client with a copy of the travel confirmation in text form.

1.4. FLORY KERN advises the client herewith that, according to statutory provisions (Section 312 Subsection 7, 312g, Paragraph 2 Sentence No. 1 9 BGB – German Civil Code) the client is not entitled to any right of revocation in relation to travel package contract which, according to Sections 651a and 651c (German Civil Code) have been concluded remotely (i.e. by letter, brochure, telephone, telefax, Email, mobile phone or text message, radio broadcast, television or online services). The client's statutory rights to cancellation, especially the rights according to Section 651h BGB (German Civil Code) (See also: section 4) remain unaffected. However, the client is entitled to revocation if the travel contract has been concluded outside of business premises, unless the oral negotiations, on which the contract is based, were made on the grounds of a client's request, in which case the client has no right of revocation.

2. Payment

2.1. After conclusion of the contract, a deposit of 20% of the travel price is due within 7 days. The remaining payment is due 60 days before the start of the trip (for trips with flights) and 30 days before the start of the trip (for non-flight trips), provided that the trip can no longer be cancelled for the reason stated in section 7.
2.2. If the customer does not pay the deposit and/or the final payment within the agreed period, although **FLORY KERN** is able to perform its contracted services and has fulfilled statutory information duties and the customer has no lawful or contractual right to reserve payment, **FLORY KERN** has the right to rescind the travel contract and to charge the client a cancellation fee in accordance with section 4.

3. Amendments to Services Prior to Travel (other than price changes)

3.1. FLORY KERN may only make necessary amendments to specific details of the travel services after the conclusion of the travel package contract, prior to commencing travel if such amendments are not substantial and do not impair the overall nature of the travel package, and, providing that they were not intended in breach of good faith.
3.2. FLORY KERN is obliged to clearly, comprehensibly, and prominently inform the client using a preservable medium (e.g. also per email, text message, or voice message) and without undue delay of any amendments relating to travel services within the travel package contract upon receiving knowledge of the reasons which make amendments necessary.
3.3. In the event of substantial changes becoming necessary in relation to specific details of the travel services or any changes to special requests made by the client, the client will be entitled to either accept changes or withdraw from the travel contract free of charge within a time period set by **FLORY KERN**. Should the customer not make his decision of withdrawal clear within the time period set by **FLORY KERN**, it will be assumed the amendments have been accepted.
3.4. Any warranty claims remain unaffected in the event that the modified services are unsatisfactory. If the costs for the services performed in relation to an amended travel package or in relation to an alternative travel package offered by **FLORY KERN**, **FLORY KERN** is under obligation to refund the client the difference amount in accordance with Section 651m BGB (German Civil Code).

4. Client Cancellation Prior to Travel / Cancellation Fees

4.1. The client has the right to cancel the travel contract at any time prior to the journey. **FLORY KERN** is to be notified of any cancelations at the address provided below or, where relevant, the travel agent who concluded the travel package contract on behalf of **FLORY KERN** with the client may be notified of the same. It recommended that the customer delivers the cancellation in written form.
4.2. Should the client cancel the contract or if the client does not show, **FLORY KERN**, shall have no right to claim payment of the contractually agreed travel price. Instead, **FLORY KERN** can demand adequate compensation for the travel preparations and the costs incurred at the time of cancellation. The aforementioned does not apply if the cancellation is caused by reasons falling into the scope of responsibility of **FLORY KERN** or if the cancellation was caused by unavoidable and extraordinary circumstances at or near the destination. Circumstances are considered unavoidable and extraordinary if they do not reside within the control of **FLORY KERN** and if their consequences remain unavoidable in spite of **FLORY KERN** having taken all reasonable measures to avoid them.
4.3. The following standard compensation charges of **FLORY KERN** have been calculated on the basis of the time of the cancellation and the first day of travel and also take into account as well as taking into account any proceeds made as a result of selling unused travel services to other clients or making use of these otherwise. The standard compensation charges are as follows, depending on the time at which **FLORY KERN** receives notice of the client's cancellation:

a) Package tours with included standard or charter flight and tours that do not fall under b) or c)

▪ Up to 30 days before travel	20%
▪ From the 29th to the 22nd day before travel	30%
▪ From the 21st to the 15th day before travel	40%
▪ From the 14th to the 7th day before travel	50%
▪ From the 6th day before travel	55%
▪ On the day of travel or no-show	80% of the contractual travel price;

b) Travel with own transport within the Alps

▪ Up to 45 days before travel	10%
▪ From the 44th to 22nd day before travel	30%
▪ From the 21st to 15th day before travel	50%
▪ From the 14th to the 7th day before travel	75%
▪ From the 7th day before travel and no-show	80 % of the contractual travel price;

c) Travel with own transport outside the Alps

▪ Up to 60 days before travel	10%
▪ From the 59th to the 30th day before travel	50%
▪ From the 29th to the 8th day before travel	75%
▪ From the 8th day before travel and no-show	90% of the contractual travel price.

4.4. The customer reserves the right to prove that **FLORY KERN** has incurred no damages or damages of a substantially lower cost than the standard charge claim asked for by **FLORY KERN**.
4.5. FLORY KERN reserves the right to claim a higher amount of compensation if **FLORY KERN** proves that substantially higher expenses than the respectively applicable standard charge have been incurred. In such an event, **FLORY KERN** is obliged to specify and substantiate the claimed higher compensation sum, by way of duly taking into consideration any unexpended costs as well as any proceeds generated by way of selling the unutilised travel services to another client or by way of making use of same otherwise.
4.6. Should **FLORY KERN** be obliged to refund the travel package price due to a client's cancellation, it will do so without undue delay within a maximum period of 14 days following the date on which **FLORY KERN** received notification of the cancellation.
4.7. The legal right of the client according to Section 651 e BGB (German Civil Code) to demand that a third person is to enter into the travel package contract instead of the client remains unaffected by the above provisions. Such declaration is to be presented to **FLORY KERN** in a timely manner 7 days before travel.
4.8. The client is urgently advised to take out insurance that covers cancellation costs as well as insurance that covers expenses for repatriation in the event of accident or sickness.

5. Changes to Bookings

5.1. The customer has no claim to changes to the date, destination, place, accommodation, type of hotel category or catering, type of transport or other services. This does not apply in cases if **FLORY KERN** has presented insufficient or false pre-contractual information to the traveller according to Article 250 Section 3 EGBGB (Introductory Law to the German Civil Code); in such cases changes to the booking do not bear any costs. Should the customer still wish to amend a booking **FLORY KERN** has the right to charge a fee, taking into account the following deadlines: if there have been no prior arrangements prior to the confirmation of the rebooking, the rebooking fee for each traveller is €25 per affected traveller (see section 4).
5.2. Changes to a client's booking after these deadlines, if these changes are possible, can only be made after the travel contract being cancelled along the lines of section 4 and a simultaneous new travel booking being made. This does not apply to a change of booking that only results in minor costs.

6. Unused Services

If the traveller does not utilise individual travel services that are stated in the relevant travel package contract of **FLORY KERN** and the reason for which falls into the traveller's scope of responsibility, the traveller will not be entitled to any pro-rata refund of the contractually agreed travel package price. Where possible, **FLORY KERN** will use reasonable measures to obtain refunds of any unexpended cost from its suppliers. This obligation does not apply if the unused services are insignificant or irrelevant.

7. Cancellation Due to not Reaching the Minimum Number of Participants

7.1. FLORY KERN is entitled to cancel the travel package contract if the minimum number of participants has not been reached in accordance with the following rules:
a) The minimum number of participants and the latest time at which a booking may be cancelled by **FLORY KERN** has been stated prior to the conclusion of the travel contract.
b) FLORY KERN has stated the minimum number of participants and the latest time at which a booking may be cancelled in the booking confirmation.
c) FLORY KERN is obliged to inform clients of any cancellations without undue delay once it clear that the travel contract will be cancelled due to not reaching the minimum number of participants.
d) Any cancellations by **FLORY KERN** that are less than 30 days before the first day of travel are not permitted.
7.2. If no travel takes place due to the aforementioned reasons, the client will be refunded the travel price. Section 4.6 applies accordingly.

8. Termination Based on Conduct

8.1. FLORY KERN is entitled to terminate the travel package contract with immediate effect if, despite **FLORY KERN**'s explicit warning, the traveller continues to interrupt the provision of travel services or if the traveller sufficiently violates the contract in a way that is substantial enough to justify a cancellation. This does not apply if the traveller's violation of the contract was caused due to **FLORY KERN**'s failure to fulfil informational duties prior to the conclusion of the travel package contract.
8.2. If **FLORY KERN** terminates the contract for the above reasons, **FLORY KERN** is still entitled to demand the full payment of the travel package price. However, any unexpended costs and any proceeds generated by selling unutilised travel services to other travel clients, or any refunds from travel supplies, are to be deducted from **FLORY KERN**'s respective claims.

9. Obligations of the Client / Traveller

9.1. Travel Documents
Clients are obliged to notify **FLORY KERN** or the travel agent if travel documents (e.g. flight tickets, hotel voucher) have not been received within the time specified by **FLORY KERN.**
9.2. Deficiencies
a) If the travel services performed under the travel package contract are in any way deficient, the traveller is entitled to demand remedial action.
b) If **FLORY KERN** is unable to remedy a deficiency due to a traveller's failure to report a deficiency, the traveller will not be entitled to a refund in accordance with Section 651m BGB (German Civil Code) not to compensation of damages in accordance with Section 651n BGB (German Civil Code).
c) Clients are obliged to report to **FLORY KERN's** authorised representatives the occurrence of any travel service deficiencies onsite and without delay and demand remedy. If there are no representatives of **FLORY KERN** present onsite and **FLORY KERN** according to the travel package contract, is not obliged to have such a representative present onsite, any travel service deficiencies are to be reported to the contact as communicated by **FLORY KERN**; travellers will be informed about the availabilities of **FLORY KERN**'s onsite representatives or contacts within **FLORY KERN**'s travel booking confirmation. The traveller may at his/her discretion also choose to report any deficiencies to the travel agent which has concluded the travel package contract on **FLORY KERN**'s behalf.
d) FLORY KERN's representative is assigned with remedying any service deficiencies. The representative is not authorised to confirm deficiencies.
9.3. Deadline for cancellation
If the client/traveller pursuant to Section 651l BGB (German Civil Code) intends to cancel the travel package contract due to a service deficiency as defined in Section 651l Subsection 2 BGB (German Civil Code) that is substantial, the client/traveller is required to first define an adequate deadline within which **FLORY KERN** is to remedy the reported deficiency. This does not apply if **FLORY KERN** has previously refused to take adequate remedial measures in this concern or if it is necessary that immediate remedial measures are taken.
9.4. Damage or Loss of Baggage during Flights; Special Rules and Deadlines for Remedy Demands
a) The traveller is herewith advised that, in accordance with the relevant air traffic regulations, any loss or damage to or late delivery of baggage in connection with the performance of flights is to be reported without undue delay onsite to the performing airline carrier by way of a property irregularity report (P.I.R.). According to international agreements, airlines and travel package tour operators are entitled to refuse any compensation of damages suffered if the traveller has failed to duly complete the P.I.R. In the case of any damage to baggage, the P.I.R. is to be submitted within 7 days or, in the case of of a baggage delivery delay, within 21 days after delivery.
b) FLORY KERN or its representative, or the relevant travel agent, is to be immediately notified of any loss, damage, misdirection of travel baggage. Despite of such report, the traveller is still obliged to submit the P.I.R. within the periods specified in a) above.

10. Special Provisions with regard to Alpine Dangers and Challenges

10.1. The journeys and ski tours are led by a qualified ski and mountain guide or by a guide of a similar qualification. Travellers participate at their own risk. The client will refer to the "Important Notices for Travel Arrangements Involving Specific Risks" („wichtigen Hinweise zu den Reisen mit besonderen Risiken").
10.2. The ski and mountain guide or other qualified guide has the right to alter the planned tours according to the technical skills and fitness level of the participants or due to unforeseen conditions that lie within **FLORY KERN**'s duties of care and safety.
10.3. The aforementioned unforeseen circumstances within the scope of alpine dangers may include but are not limited to: avalanches, extreme weather conditions or discontinuing tours and return due to injury of a participant.

11. Limitations of Liability

11.1. The contractual liability of **FLORY KERN** for damages which have neither resulted in fatal injury, bodily harm, nor damages to a person's health and which have not arisen due to any negligence or wilful conduct on the part of **FLORY KERN** and its suppliers and vicarious agents, is limited to an amount equalling triple the travel package price. Any claims based on the Montreal Treaty or the Luftverkehrsgesetz (German Air Traffic Code) remain unaffected.
11.2. FLORY KERN is not responsible for any service disruptions nor for any personal injury nor for any damages to property which arise in connection with third party services which **FLORY KERN** has sold acting as an agent (e.g. excursions, sports events, theatre tickets, exhibitions). If **FLORY KERN** within its

advertised publications and its travel booking confirmation has clearly indicated such services as third party services in a sufficiently distinct manner, expressively stating the identity and address of the corresponding third party contract partner, so that it is apparent to the client that such services are not part of the travel package contract concluded with **FLORY KERN**. Sections 651b, 651c, 651w and 651y BGB (German Civil Code) remain unaffected in this regard.
11.3. **FLORY KERN** is liable if and to the extent that the damage incurred to the client/traveller has arisen as a consequence of a breach of the obligations of **FLORY KERN** to inform, advise, and organise.

12. Assertion of Claims, Addressees

Any claims asserted by the client/traveller under Section 651i Subsection 3 no. 2, 4-7 BGB (German Civil Code) must be addressed to **FLORY KERN**. Alternatively, they can also be addressed to the travel agent who has concluded the travel package contract on behalf of **FLORY KERN**. The contractual claims listed in Section 651i Subsection 3 are limited to two years. It is recommended to assert claims in written text.

13. Duty of Information in relation to the Identity of the Airline

13.1. In accordance with **the EU-Regulation for the Information of Commercial Flight Passengers about the Airline's Identity**, **FLORY KERN** will inform clients prior to or latest at the time of the booking about the identity of each airline carrier performing services within the scope of the booked travel package.
13.2. If at the time of booking, the identity of any performing airline carrier is not yet certain, **FLORY KERN** is under obligation to identify the airline carrier(s) which at that time is/are probably expected to provide the flight service(s). As soon as it has been ascertained which airline carrier will perform the flight service, **FLORY KERN** will inform the client accordingly.
13.3. In the event of any changes to the airline, **FLORY KERN** will inform the client accordingly without undue delay and as swiftly as possible in a reasonable way.
13.4. The EU "Black List" lists all airline carriers which are banned from entering the air space of EU member states is either displayed on **FLORY KERN**'s websites, **FLORY KERN**'s business offices or can be accessed online at https://ec.europa.eu/transport/modes/air/safety/air-ban_en.

14. Passport, Visa and Health Provisions

14.1. **FLORY KERN** will inform clients/travellers about general passport or visa requirements as well as about any official health regulations that are to be observed at the country of destination, including the time usually expected in order to obtain the respectively relevant visa documents and about any statutory changes in this regard.
14.2. The client is solely responsible for obtaining and holding the official, necessary travel documents, for having all necessary vaccinations and for complying with any relevant customs and foreign exchange control regulations. Any disadvantages that arise as a result of the client's failure to comply in this regard, such as e.g. any cancellation fees are carried by the client. This shall not apply if **FLORY KERN** has either failed to inform the client, or if the client has been informed insufficiently or incorrectly in any way.
14.3. **FLORY KERN** is not liable for the timely granting of necessary visa documents if **FLORY KERN** is assigned by the client to obtain the aforementioned, unless **FLORY KERN** is in breach of its contractual duties.

15. Alternative Settlement of Disputes; Choice of Law and Place of Jurisdiction

15.1. In regard to the newly introduced legislation regulating the settlement of consumer disputes (Gesetz über Verbraucherstreitbeilegung), **FLORY KERN** points out that it currently does not participate in any such voluntary settlement programmes. In the event that the participation in such a programme were to become obligatory in the further course after printing and publishing these terms and conditions, **FLORY KERN** will duly inform its clients accordingly. In relation to all contractual relationships concluded electronically, FLORY KERN makes reference herewith to the European dispute settlement platform http://ec.europa.eu/consumers/odr
15.2. For clients/travellers who are not nationals of a member state of the European Union or Swiss nationals, the entire legal and contractual relationship between the client and **FLORY KERN** will be exclusively governed by German law. Law suits filed by clients shall be exclusively brought before the competent court jurisdiction at the place where **FLORY KERN** has a registered seat.
15.3. Law suits that are made by **FLORY KERN** against a client will be brought before the court of competent jurisdiction at the client's residence. In relation to law suits against clients who are merchants in accordance with the German Commercial Code (HGB) or legal persons of civil or public law whose residence or registered business seat or whose usual place of stay is either abroad in a foreign country or unknown at the time when the law suit is brought, the parties agree will be brought before the court of competent jurisdiction at the registered seat of **FLORY KERN**.

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Tour Operator:
Flory Kern Ski Berge Abenteuer GmbH
Hauptstr. 64
78098 Triberg
Authorised Representative: Florian Kern
Tel.: +49 (0) 7722 920 751
Company Registration: HRB 715563 (AG Freiburg)