

General Contract and Travel conditions for Amira Dive and Travel Inc. (2019)

Effective from February 10th 2019

Thank you for your interest in Amira Dive and Travel Inc. services.

The following general contract and travel conditions are based on the general contract and travel conditions for all-inclusive travel services as stipulated by the Swiss Travel Association (Issue 1994).

1. What do these general contract and travel conditions regulate?

- 1.1. The general contract and travel conditions regulate the legal relationship between you and the Amira Drive and Travel Inc. (written as ADT Inc.) for travel arrangements offered and/or organized through ADT Inc.
- 1.2. These travel and service conditions do not apply for the following general contract and travel conditions: For all ADT Inc. organized "flight-only services" (e.g., APEX/PEX-air line tickets) and for individualized services, the general contract and transport conditions of the responsible airline agencies and service organizations will apply. Should your booking agency arrange for travel arrangements or individualized services through a third party service agency the rules and regulations of that third party agency will apply. In cases the ADT Inc. will not be your contract partner.

2. Registration / Procedure of contract agreement between you and ADT Inc.

- 2.1. The contract between you and ADT Inc. takes effect at the time of your acceptance without reservations of your booking executed by your agency. From that moment onward the rights and responsibilities stipulated in the contract (including the general contract and travel conditions) between you and ADT Inc. will take effect.
- 2.2. If a person already registered with ADT Inc. should book reservations for additional travelers, the onus is on that individual (particularly for payment and price information) to adhere to contract conditions for self and additional travelers involved. The contractual regulations and the general contract and travel conditions apply to all customers.

3. Services

- 3.1. Our services are based on the service description in the travel brochures and the travel advertisements. Special requests are subject to contract regulations only if acknowledged by your booking agency and documented in writing without reservation. If not otherwise stated, the services of ADT Inc. will begin at air departure from Switzerland, for bus journeys starting from place of departure and for ship journeys starting from the port of embarkation. You are responsible for the journey to these places and your punctual arrival.

3.2. Services included in ADT Inc.:

- Transfers to and from the airport or hotel at the location of the respective port of embarkation and to and from the ship MSV AMIRA
- Accommodation on board in double bed or twin bed cabin with shower, toilet and AC.
- Up to 4 accompanied dives per day (including one dawn or night dive, if location is suitable). As a general rule there is no diving on arrival and departure day. Missed dives do not result in a reimbursement claim.
- All-inclusive board services including on board beverages (exclusive all beverages in cans and bottles)
- Multilingual travel guides on board
- All offered excursions

- Use of ENOS® (Electronic Rescue and Locating System)

3.3. Not included services

- Fuel fees and harbour taxes (in accordance with advertisement)
- All beverages in cans, containers and bottles
- Spirits and other alcoholic as beer and wine
- Diving lessons
- NITROX fillings
- 15 litre tanks rental
- Dive rental equipment
- Fillings and supplies for rebreather diving or rebreather courses
- Purchase of merchandise and souvenirs on board
- Crew gratuities (recommended is aprx. 20-25 USD per day per guest).
- Cost for excess luggage (international and national flights)
- Dive and travel insurance (as DAN, travelguard and others) and/or Medical insurance
- Other payable items and services aboard MSV AMIRA
- National marine park fees: (Komodo national park, Raja Ampat, Banda Sea and other regions). These fees are subject to change and have to be paid at the time of reservation and before the start of trip.

4. Prices and terms of payment

4.1. Prices

Prices for trip arrangements are based on the price list of the ADT Inc. Prices for trip arrangements, if not otherwise stated in the advertisements, apply per person in Euros (€) or Swiss Francs (CHF) per cabin with a double bed. Prices apply as per time of booking. For information on price changes, refer to section 6.

4.2. Terms of payment

- 4.2.1. For single as well as part and full charter reservations 20% of the total price of the booking is to be paid as pre-payment. This pre-payment has to take place within 10 days of time of booking; otherwise the reservation will be annulled.
- 4.2.2. For single bookings the remaining travel price is to be paid no later than 90 days before the date of departure.
- 4.2.3. For part and full charter reservations a 2nd pre-payment of 30% of the total price is to be paid 180 days before the date of departure. The payment of the remaining booking price has to take place no later than 90 days before the date of departure.
- 4.2.4. If not otherwise stated, the travel documents will be sent to you after receipt of full payment.
- 4.2.5. In case of delayed payment of the pre-payment cost or the payment of the remaining balance, the ADT Inc. has the right to withhold travel services.
- 4.2.6. In case of short notice bookings for fewer than 90 days before the date of departure the entire invoice price is to be paid at the time of reservation.
- 4.2.7. Please be aware that your booking agency, in addition to the prices listed in the ADT Inc. travel brochure, may add an administration fee for handling your booking. When paying with credit card a service charge may apply.

5. Amendments requested by you to your registration, your itinerary or your inability to commence your trip (cancellation)

- 5.1. In case you wish to **change** your registration **or cancel** your trip you have to personally inform your booking agency or send a letter by registered mail at which time any travel documents already received are to be returned to the booking agency.
- 5.2. In case of modification to the reservation such as; a change of name; the designation of a substitute passenger; the modification of the travel dates within the stipulated time frame on the itinerary; prearranged supplementary services; the travel destination; or the place of the start of the trip, a € 100 or USD 120 per person, max. € 200 or USD 240 handling fee will apply (section 5.3). Cancellation handling fees are generally not covered by cancellation insurance.

5.3. Cancellation cost for individual bookings

For modifications, booking changes or cancellations before departure of travel, the following cancellation charges apply:

- More than 90 days prior to departure: 20% of total invoice cost
- 90 - 61 days prior to departure: 50% of total invoice cost
- 60 - 0 days prior to departure, non-appearance on departure day: 90% of total invoice cost

For arrangements with special price conditions on commercial flights different cancellation conditions may apply. These special conditions are identified in trip advertisements. Important for the calculation of cancellation or amendment cost is the date of arrival of your written or oral explanation at your booking agency; for Saturdays, Sundays or statutory holidays the following official working day will apply as confirmation date.

5.4. Cancellation cost for part and full charter bookings

For modifications, booking changes or cancellations before departure of travel, the following cancellation charges do apply:

- more than 180 days prior to departure: 20% of total invoice cost
- 180 - 91 days prior to departure: 50% of total invoice cost
- 90 - 0 days prior to departure, non-appearance on departure day: 90% of total invoice cost

For arrangements with special price conditions on commercial flights different cancellation conditions may apply. These special conditions are identified in program advertisements. Important for the calculation of cancellation or amendment cost is the date of arrival of your written or oral explanation at your booking agency; for Saturdays, Sundays or statutory holidays the following working day will apply as confirmation date.

5.5. Cancellation cost insurance

In special circumstances cancellation costs will be covered by a cancellation cost insurance plan if such a plan has been prearranged or has been part of the booking conditions. Conditions of payment depend on individual insurance policies. In case you do not have cancellation cost insurance nor is such an insurance part of your booking condition then we strongly recommend that you get cancellation cost insurance. In case of a cancellation of your trip the premium is owed by the cancellation cost insurance.

5.6. Substitute passenger

In case you have to cancel your trip you may transfer your reservation to another person. The substitute passenger needs to be willing to enter pre-determined contract conditions. If a substitute passenger enters the contract, then you and her/him are jointly responsible for the payment of the entire booking price and the handling fees (section 5.2). ADT Inc. will inform you within an appropriate time frame whether the designated substitute passenger will be able to join the cruise (during high season such verification may take a few days); for trips with pre-set conditions of participation verification is necessary. If you designate a substitute passenger too late, or if s/he cannot participate due to unfulfilled travel requirements, contract conditions etc., then your travel contract will be considered as cancelled (section 5.2)

6. Modifications to brochure information, to listed prices, or to transportation regulations

- 6.1. **Modifications before contract has been signed:** ADT Inc. reserves the right to implement changes to information in trip advertisements and flyers, on price lists, and for service conditions prior to the completion of your booking contract. Your booking agency will inform you of such changes before the completion of your booking contract.
- 6.2. **Price modification after contract has been signed:** In rare circumstances it is possible that prices must be increased. The circumstances under which such increases may occur are as follows:
- Ensuing increases in transportation costs (including fuel surcharges)
 - Ensuing changes to or increases of government taxes or duty fees (e.g., airport taxes, landing fees, embarkation/disembarkation fees, sales taxes etc.)
 - Currency fluctuations: In case of price increase for travel services ensuing price increases will be passed on to the traveler. This will result in an increased fee for the tour.

Price increases may occur up to 3 weeks prior to departure. In case a price increase exceeds 10% of the total booking price, you may take advantage of the rules stipulated under section 6.4

6.3. Itinerary and transportation changes after booking and before departure:

ADT Inc. reserves the right to make adjustment or changes to accommodate your personal needs for itinerary and individualized services (e.g., accommodation, transportation, mode of transportation, Airline Company, air travel times, travel routes etc.) due to unforeseen or unavoidable circumstances. In such circumstances ADT Inc. will strive to offer you equivalent services. ADT Inc. will inform you as soon as possible of such modifications and their effects on the booking price.

- 6.4. **Your rights after contract has been signed, affecting changes to itinerary, booking contract, transportation information or package price:** In case changes to itinerary or individualized services lead to significant changes to the booking contract or an increased package price of more than 10%, your rights are as follows:
- You may accept changes to the contract
 - You may cancel your contract, in writing, within 5 (five) days of receipt of our notification and you will be refunded the already paid amount of money.
 - In case we do not receive any notice from you we assume that you have agreed to the stipulated price increase and the changes to your itinerary and/or individualized services (the 5 (five) day reply period is still valid, with proof from our part of submission to a post office on the 5th day for this stipulated time period).

7. Trip cancellation by the ADT Inc.

- 7.1. **Cancellation for reasons caused by the customer:** The ADT Inc. reserves the right to cancel your booking if your actions or inactions are deemed justifiable grounds to do so. In such situations ADT Inc. will reimburse you with the already paid amount of money. Any further claims against ADT Inc. are excluded. Cancellation costs as stipulated in section 5.2 will be paid by the customer.
- 7.2. For all ADT Inc. trips offered, a minimum of 6 (six) participating customers is necessary. In case a minimum number of customers can not be reached the ADT Inc. reserves the right to cancel the trip up to a maximum 3 (three) weeks prior to the departure date.
- 7.3. **Force Majeure, strikes:** The ADT Inc. reserves the right to cancel a trip due to Force Majeure (i.e. natural disasters, epidemics etc.) or unavoidable acts of man (i.e. war, riots, strikes etc.) that would seriously hamper a successful trip or endanger customer safety. In the event of this happening the ADT Inc. will advise you at the earliest possible date.
- 7.4. Trip cancellations due to other reasons initiated by ADT Inc.: The ADT Inc. reserves the right to cancel a trip with your rights stipulated as per section 6.4.
- 7.5. Cancellation compensation: In case we cannot achieve the minimum number of customers per trip (section 7.2), or other stated reasons (section 7.4), and we cannot find a substitute package trip for you and as a result a trip needs to be cancelled, we will pay you a compensation fee of 80 € or 100 USD per person, max. 160 € or 200 USD per booking. For additional customized programs such as theatre or concert vacations, sports vacations, club or individualized group vacations, all-inclusive packages or special offer packages, no compensation fee will be issued.

8. Changes to itinerary and failure to provide services during the trip

- 8.1. The ADT Inc. has the right to make changes to the itinerary or individualized services as long as no major itinerary changes will occur and the particular characteristics of the trip will not be jeopardized.
- 8.2. In case a major change to the itinerary does occur that drastically impinges on the pre-arranged itinerary then ADT Inc. will provide monetary compensation for outstanding services (i.e., objective minimum cost of missing service/s in relation to full package price).

9. You start the trip but are not be able to finish it.

In case of late arrival or delayed arrival and subsequent inability to participate wholly or partially with the trip then the price of the travel package will be non-refundable. All incurring costs involving special or supplementary transportation arrangements or rental cost of diving gear are the responsibility of the customer.

In case you are unable to finish your trip due to unforeseen circumstances, you will not be reimbursed for your travel costs. In the case of an emergency (e.g., illness or personal injury, serious illness or death of a loved one) the ADT Inc. and its local representatives will assist you, as circumstances allow, in organizing your premature return trip. All incurring costs involving a premature return trip are the responsibility of the customer. It may be advisable to subscribe to a special travel insurance plan covering emergency evacuation or emergency travel costs. Your booking agency can provide you with more detailed information.

10. Complaints

- 10.1. The ADT Inc. has the right to make changes to the itinerary and individualized services as long as the principle characteristics of the trip are not jeopardized with no major itinerary changes.
- 10.2. **Complaints, complaint period, and compensation demands:** If your trip did not comply with conditions stated in your booking contract or you had incurred personal damage, you have the responsibility to submit a complaint to the ADT Inc. representatives, your booking agency, or the local service provider, on the day of your return or as soon as possible, and to request adequate compensation.
- 10.3. The booking agency, the local ADT Inc. representatives, or the service provider will see to a timely handling of the remedy of your complaint. Should a timely (travel appropriate period) remedy of your complaint or incurred damage not occur then you are requested to submit, in writing, your complaint to the ADT Inc. representatives, your booking agency, or your service provider. They are not justified to recognize any remedying demands.
- 10.4. Self help: In case you have not received adequate compensation within a timely fashion (travel appropriate period) and your damage is of major proportion, you have the right to seek help as you see fit. Incurring costs will be reimbursed with support of adequate proof of support and if you have previously filed a written complaint to ADT Inc. and have requested in writing acknowledgement of your written complaint (section 11).
- 10.5. Particulars for submitting requests for compensation to ADT Inc.: If you want your compensation request for lack of service or lack of reimbursements to be put into effect, then you have to submit your complaints in writing to ADT Inc. no later than 1 (one) month of completion of your travels. You need to add proofs to your detailed complaints and submit to booking agency, the local ADT Inc. representatives, or the service provider.
- 10.6. **Annulment of compensation requests:** In case you neglect to submit your compensation request as described in section 10.2 and 10.3, you renounce your rights to receive any compensation (e.g., self help, reduction of travel price, cancellation of booking contract, and reimbursement). Similarly, you renounce your rights to receive any compensation if your request has not been filed within 1 (one) months of completion of your travels.

11. Liability regulations

- 11.1. The ADT Inc. will reimburse you according to set guidelines listed below the following: value of missing or inadequately received services, thereof incurred expenditures, or damages sustained, as long as the ADT Inc. and its local representatives or service providers were not able to accommodate your requests at the time of the incident, and provided that a liability with the ADT Inc. does exist.
- 11.2. **Liability limitations, liability exclusions**
 - 11.2.1. International agreements and national laws: If international agreements and national laws contain limitations or exclusions for compensations for damage from loss or not due fulfillment of a contract, then ADT Inc. is liable only to these aforementioned agreements and laws. International agreements and national laws for transportation (e.g., air traffic, navigation on high sea, railway traffic) adhere to their own particular liability limitations and liability exclusions.
 - 11.2.2. **Liability exclusions:** The ADT Inc. is not liable in case of non-compliance or partial compliance of the booking contract as a result of the following reasons:
 - Due to your omission before or during the trip
 - Due to your disregard of instructions by travel guides or ADT Inc. representatives.
 - Due to unforeseeable or unavoidable omissions of a third party not involved in the contribution of the contractually agreed upon performance.

- Due to Force Majeure or an occurrence that the ADT Inc., its broker or service provider despite utmost diligence was unable to foresee or prevent. In such circumstances the ADT Inc. is excluded from any potential liability suit.

11.2.3. For **personal damage** as a result of non-compliance or partial compliance of contract conditions, the ADT Inc. is liable in the context of the general contract and travel conditions, the determining international agreements and national laws.

11.2.4. Additional damage (property and financial damage etc.): In case of additional damage (property and financial damage etc.), as a result of non-compliance or partial compliance of contract conditions, the ADT Inc. is liable of up to a maximum of twice the booking price per person, except the damage is as a result of deliberate or gross negligence: exempt from these general contract and travel conditions as well as the determining international agreements and national laws are those with lower liability limitations or liability exclusions.

The ADT Inc. is not responsible for personal belongings (e.g., diving equipment, diving lamps, cameras etc.) for which the customer has sole responsibility throughout the duration of the diving trip; including handling and assistance with personal belongings by diving crew or travel guides.

11.2.5. **Valuables, cash, jewelry, credit cards etc.:** We like to inform you that you are personally responsible for the safekeeping of your valuables, cash, jewelry, credit cards, photo- and video cameras and other electronic devices etc. In hotels, valuables may be stored in a built-in safe. Never leave your valuables unobserved in a vehicle or other places. We are not responsible for theft, damage or misuse of cheques or credit cards.

11.2.6. **Rental equipment:** Loss or damage to rental equipment (ENOS, diving equipment, cameras) is the responsibility of the user/borrower of the rental equipment.

11.2.7. **Traveling by car, train, air, or boat:** There is no guarantee that even with careful orchestration of your travel itineraries that these plans will materialize as anticipated. Delays may occur as a result of transportation back-ups, accidents, detours, waiting times at border crossings and customs offices, or natural disasters etc. We are not responsible for these aforementioned potential delays. We strongly advice you to plan accordingly.

11.2.8. **Special events on the trip:** It may occur that special events or supplementary excursions will be offered during your vacations that are not part of the booking conditions. Certain additional risks may be associated with these special events or supplementary excursions (e.g., strenuous hikes, extreme weather conditions, demands on physical fitness). It is your responsibility and personal decision to take part in these special additional events. These special events will, at times, be organized through a third party service provider. This third party service provider will be your contracting party for the occasion of this special event and the ADT Inc. is not liable for any loss or damage incurred during such events. For any of the ADT Inc. organized special events the general contract and travel conditions will apply.

11.3. **Liability issues not included in the general trip agreement:**

Extra contractual liability is subject to the laws of relevant international agreements. However, the restrictions of liability contained in these general terms of trade and exclusions of liability to the international agreements and laws go forward only provided that they intend further restrictions of liability or exclusions of liability. With additional losses (i.e. not personal damage) the liability cost is only up to a maximum of twice the booking price per person, provided that international agreements or national laws do not subscribe to lower liability limitations or liability exclusions.

12. Insurances

Liability coverage by travel-, transport-, and air enterprises are limited. The ADT Inc. strongly advises to subscribe to supplementary insurance coverage e.g., luggage insurance, cancellation insurance, travel medical and dive insurance, medical emergency evacuation insurance etc. In case you already subscribe to a personal cancellation insurance plan you may **sign a waiver** at the time of your booking requesting exemption. In this case you are personally responsible for the payment of possible cancellation costs.

13. Entry, visa and health regulations

- 13.1. Information concerning passport and entry regulations is available in travel brochures and trip advertisements. This information is geared towards Swiss nationals and citizens of Liechtenstein. Citizens of other nations are requested to notify the booking agency of your country so they can inform you of appropriate travel regulations including visa requirements.
- 13.2. You are personally responsible to organize your travel documents and to apply for required visas. In case you are unable to receive your updated travel documents and visas in time for departure, you will have to cancel your trip, in which case cancellation conditions as outlined will apply.
- 13.3. You are personally responsible to adhere to country specific entry requirements, health records and foreign exchange regulations. Check before departure whether you carry all necessary documents.
- 13.4. The ADT Inc. makes you aware that should you be refused entry to a country it is your responsibility to cover the cost of your return trip. Similarly, we advise you to pay close attention to import and export regulations of restricted goods and the legal repercussions for non-compliance.
- 13.5. All dive cruise participants are responsible for necessary personal papers and records e.g., dive license, log book, and medical certificate. In case you are refused to participate on dives due to inadequate diving experience, diving records or medical conditions, the ADT Inc. is not liable for your claim.
- 13.6. All dive participants are personally responsible for an up-to-date evaluation of their fitness to dive in case of per-existing health problems. The dive base shall be informed accordingly; divers may be excluded from dives if negative health implications are suspected. The ADT Inc. accepts no liability and compensation claims are void.
- 13.7. Reconfirmation of air tickets

It is your responsibility to reconfirm air line tickets, time and dates, on unaccompanied travels. For further information please see advertisement brochures. Missed reconfirmations may result in the loss of your transport arrangements and any resulting costs will be your responsibility.

14. Applicable rights and areas of jurisdiction

- 14.1. Legal relations between you and the ADT Inc. Swiss are based on Swiss legal rights and regulations.
- 14.2. An ineffectiveness of individual sections in the contract does not automatically lead to an ineffectiveness of the entire contract.
- 14.3. For legal claims against the ADT Inc., the jurisdiction of CH-6340 Baar will be in effect.