

Standard Business Terms & Conditions

We are pleased that you have chosen to work with SwissChallenge GmbH and thank you for your confidence. We therefore invite you to read the following standard contractual terms and conditions carefully.

1. Reservation

1.1 The contract between you and SwissChallenge GmbH as the organiser comes into being with your spoken or written reservation placed with SwissChallenge GmbH or one of our sales offices. By your reservation you acknowledge these standard business terms and conditions as an element of the contract between you and the organiser.

2. Our services

- 2.1 You will find what is included in our contractual services in the service description of our quotations and the statements in our confirmation/invoice.
- 2.2 Travel costs, bus transfers and catering and drinks are not included.
- 2.3 Special requests can be catered for after discussion with the organiser. Any additional costs shall be borne by the customer.

3. Liability

- 3.1 Every participant in SwissChallenge GmbH tours is aware that he is taking part in an adventure activity which cannot offer the comfort and safety of a normal package holiday. The particular dangers and risks found in mountains, in gorges and on rivers are many and therefore cannot be entirely eliminated. By making your reservation you recognise these dangers and risks. The liability of SwissChallenge GmbH and the tour guides for all damage/injuries and claims is limited to gross negligence and deliberate acts.
- 3.2 Insurance cover is the participant's affair. Taking out a valid comprehensive accident and illness insurance policy which also includes rescue costs is a precondition.
- 3.3 The organiser is entitled to call on the services of third parties to provide the best service. SwissChallenge GmbH is not responsible for the conduct, failings or omissions of third party service providers.

4. Programme changes

- 4.1 In the event of uncertain weather conditions we reserve the right for safety reasons to amend the programme and to change locations. Some of the gorges we offer are in areas affected by power station companies. Access to these gorges

is therefore not always guaranteed, in particular during flushing, repair work or overflow. In such cases we will make an effort to offer you the closest possible substitute service. By his reservation the participant declares that he agrees to this. Any additional costs that may arise as a result of this are charged to the participant.

5. Withdrawal by the customer

- 5.1 The customer may withdraw from the contract at any time before participating in the event or tour. The date of the organiser's receipt of the written withdrawal notice is key here. A doctor's certificate is to be submitted for a full refund of the reservation amount in the event of illness or an accident.
- 5.2 The following cancellation costs will be charged to you in the event of withdrawal by the customer:
- | | |
|---------------------------------|------|
| 30 - 15 days before the start = | 25% |
| 14 - 8 days before the start = | 50% |
| 7 - 1 days before the start = | 75% |
| On the start day = | 100% |

Outside these periods you will be charged a processing fee of Fr. 40.00 per person or a maximum of Fr. 120.00 per order on cancellation.

- 5.3 If a participant ceases the activity early or does not participate in it at all, then he has no right to a refund.

6. Withdrawal by the organiser

- 6.1 The organiser is entitled to cancel the activity even at short notice if a tour cannot proceed as a result of force majeure, safety considerations or extreme weather conditions. Please note that activities free of risks are in the interests of everyone. In this event we try to offer you an alternative date. Otherwise payments already made will be refunded. No further liability can be accepted.
- 6.2 The tour guide is entitled to exclude from the tour participants who are in breach of our business terms and conditions, in particular those who do not meet the conditions crucial to the tour, or to stop the tour. In this case there is no right to a refund.
- 6.3 For all activities there is a minimum number of participants. If the minimum number of participants is not reached, the organiser may withdraw from the contract up to two days before the tour starts.

Payments made will be refunded. No further claims are allowed.

7. Conditions for participation

- 7.1 Every participant will ensure that they are in the necessary physical and psychological condition for the selected tour as shown in the tour description. Participants or the group organisers are obliged to inform the organiser of any and all health problems. Please note that the consumption of alcoholic drinks, drugs or other consciousness-altering substances before and during the activity is strictly forbidden. The organiser's conditions for participation and the instructions of the tour guide and local assistants are to be strictly observed. In the event of their being disregarded, the organiser reserves the right to exclude guilty persons or groups from the activity. No right to a refund arises here.

8. Payment terms

- 8.1 The activities booked are to be paid for in advance. If the reservation is made 30 days or more before the start of the relevant activity, then a deposit of 50% of the order is to be paid upon receipt of our confirmation/invoice. The balance is to be paid no later than 15 days before the start of the activity. With reservations less than 15 days before the start of the activity, the total amount is to be paid immediately. Failure to make payment in good time entitles the organiser to withdraw from the contract. Any cancellation costs will be demanded from the customer in accordance with Point 5.2.

9. Place of jurisdiction

- 9.1 Luzern is the exclusive place of jurisdiction. Swiss law applies.

Luzern, January 2009