

## 1. Subject of the Agreement

Our General terms and conditions apply exclusively for the agreement concluded with you. These booking and travel conditions supplement §§ 651a cont. BGB (German Civil Code) and regulate the legal relationship between you and us. You acknowledge them explicitly. Unless we have explicitly agreed to their application, we do not recognise opposing conditions or those deviating from our General terms and conditions.

All agreements made between you and us for the purpose of the execution of this Agreement are documented in writing in this Agreement.

We are principally active for you as travel agents. This means that the safari brokered by us is executed by the tour operator specified in the offer or brochure under his own responsibility. With your signature on the brokerage assignment, you commission and authorise us to broker and conclude a travel agreement with the respective nominated tour operator as well as further agreements with other service providers, if applicable (airlines, transport companies, hotels etc.).

The travel agreement is only concluded with us if we specify ourselves explicitly as tour operator in the respective offer or if we otherwise offer an entirety of travel services.

## 2. Formation of an agreement

The brokerage agreement regarding the mediation of travel services is formed upon acceptance of the brokerage assignment.

Unless we appear explicitly as tour operator ourselves, the travel agreement is solely concluded with the respective tour operator specified in the offer or brochure. In this context, the conditions specified in the offer or brochures apply.

If we appear as tour operator ourselves, the travel agreement is concluded with us. Upon conclusion of the travel agreement, you receive a respective written travel confirmation and a respective security certificate.

For the remainder, all agreements are only formed with a written confirmation by us.

## 3. Our services

### 3.1 Services as agent

In as far as we are active on your behalf as an agency, our obligation toward you is limited to the brokerage of the safaris offered by us. We are not liable for services provided by the tour operator or other third parties.

We are exclusively responsible for sufficient information regarding the consequences of our liability in case of travel brokerage and travel event. We are furthermore obligated to conclude the agreement regarding the planned safari with the tour operator or the service provider and to sufficiently promote its proper procedure in the context of our activity as an agency.

Transport in scheduled or charter traffic for which the transport companies issue a transport verification as well as special events such as excursions and guided tours are always merely brokered.

### 3.2 Services as event managers

As the event manager of a tour, we are responsible for the organisation of the tour. The service descriptions in our brochures, our written declaration of acceptance and/or travel confirmation/order confirmation are decisive for the extent of our service obligations as organiser of safaris. Our tasks are exclusively based on the experiences of our employees and customers, and represent the personal assessment of the responsible safari consultant.

The hunts offered by us occur predominately in the wild; the areas are subject to many imponderables not in our control (weather conditions prior and during the safari); this also applies for the progress of the safari (including conditions and shooting skills of the guest). In this context, our obligations merely comprise the facilitation of the safari, however, not the success of the hunt. Please consider that the success of the safari largely also depends on your sensitivity for foreign mentalities, your passion and readiness for action.

Non-hunting accompanying persons should know that their needs are placed behind hunting matters and that the accompaniment into the hunting grounds is only possible permitting local conditions. Separate support of non-hunting accompanying persons is not owed unless explicitly agreed otherwise.

Many safaris occur in remote areas where a certain - often significant - lack of comfort has to be taken into account. The quality of the accommodation is thus exclusively specified in the respective offer and/or brochure.

We reserve the right to alter travel performances to a reasonable extent if required due to weather, the adjacent hunting grounds, the game to be hunted or other hunting or forestry circumstances. We are particularly not able to guarantee game population, trophy quality and their assessment and success guarantees. We explicitly point out that the customer is obliged to have kills confirmed in the hunting protocol by hunting personnel.

Next to bleeding game, the customer also has to pay for game, which is considered hit by the hunting staff and was respectively recorded in the hunting protocol. The kills recorded in the hunting protocol by the hunting staff are conclusive and binding for the customer, if the kill in the hunting protocol was not explicitly contested by the customer.

### 3.3 Additional services

Special services not specified as travel services, such as the booking of ferries, flights, hire cars and similar touristic services as well as the procurement of visa and weapon import licenses are processed via the service provider and invoiced separately.

If scheduled or charter flights are delayed due to bad weather, the incurred costs for meals and accommodation outside of the hunting grounds are the responsibility of the traveller.

## 4. Prices

### 4.1 Fees for brokerage assignments

In as far as we do not receive commission from a tour operator, we charge a (maximum) fee of €200.00 per hunter and a (maximum) fee of €100.00 for each non-hunting person for the successful referral of tour guides.

The fee for changes is €50.00 per process after booking. Express processing fee for documents we receive less than 12 days prior to the commencement of the trip (the date of our incoming postmark is decisive) and/or residual payments credited to our account less than 12 days prior to the commencement of the trip: €100.00.

In the event of a reservation of a safari, the basis for the fee calculation to reserve the hunt and the processing of entry formalities is the brokerage assignment established by us and bindingly signed by the customer.

### 4.2 Price of the trip

If we act as your tour operator, the price specified in the brochure or travel confirmation is decisive.

We, as travel operators, reserve the right to increase the contractually agreed travelling costs proportionately in accordance with the specific information regarding the responsibility of costs in terms of transport, e.g. the travel fuel costs, the levies for certain services, landing fees, entry or exit fees and respective fees for airports or for the exchange rates applicable for the respective travel event if

- these costs increase after the conclusion of the agreement,
- this increase is outside of our sphere of influence,
- the travel date is more than four months after the conclusion of the agreement and
- this affects the tour price.

A respective reduction of the prices in terms of these cost factors is also transferred onto you. An increase of the prices occurs immediately upon obtaining knowledge of the reason for the change up to 21 days prior to the date of departure.

In the event of an increase of more than 5%, you are entitled to withdraw from the agreement in accordance with the statutory regulations or you can book a different tour of the organiser of the same value. The respective rights have to be asserted in writing and without undue delay.

Final invoice and final account of the actually provided services are issued upon completion of the safari based on the signed hunting protocol and receipt of the invoice from Blaser Safaris GmbH.

## 5. Payment

Unless otherwise agreed, the tour price has to be paid directly to the tour operator.

The brokerage fee to be paid to us is due and payable upon booking of the trip. It is not refunded if the customer withdraws from the trip.

With the exception of the travel confirmation and the security certificate, you are not entitled to the travel documents or the participation in the trip without the full payment of the tour price.

In as far as we are acting on your behalf as tour operator, 50% of the tour price are payable upon remittance of the travel confirmation and - if applicable - the security certificate. The residual tour price is due and payable 90 days prior to the commencement of the trip once it has been determined that the trip is executed as specified.

The hunting costs are stipulated in each brokerage assignment. They include the costs for the booked hunting services plus advance kill fees, if applicable. If the hunting costs are specified in a foreign currency, they have to be paid in the currency of the country.

The customer is responsible for the punctual receipt of payment.

## 6. Travel documents

With the exception of the security certificate and the travel confirmation, you receive the travel documents (vouchers, tickets etc.) only upon payment of the trip in full.

No guarantee can be provided in such cases for the on-time receipt of the travel documents by the customer.

## 7. Our liability for defects as tour operator

In the event of complaints after the commencement of the trip, you, as safari guest, are obligated to undertake everything reasonable for you to contribute to the remedy of the disturbance and to maintain any development of damage at a minimum. In the event of a travel deficiency, you are entitled to notify the local tour management and demand rectification. If rectification is not forthcoming within an appropriate period specified by you, you are also entitled to initiate rectification yourself and demand compensation for the necessary expenses. The necessity of providing a respective notice period does not apply if the tour operator refuses rectification or if immediate rectification is justified based on a special interest on your part.

For the remainder, you are entitled to reduce the tour price or demand compensation. The compensation claim is limited according to Item 9 of this Agreement.

The right of termination in the event of a significant impairment of the tour remains unaffected.

Warranty claims have to be asserted against us within one month following the contractually specified end of the trip. You can only assert claims after the expiration of the period if you were prevented from complying with the period without any fault on your part. However, this does not apply for the period in which to register luggage damages, delay in delivery of the luggage or the loss of luggage in connection with flights according to Item 13. In your own interest, you should assert the claims in writing. Your claims according to §§ 651c to § 651 f BGB (German Civil Code) become statute barred in one year. The statute of limitation commences on the day at which the tip was to end in accordance with the Agreement. In the event of pending negotiations between you and us regarding the claim or circumstances justifying the claim, the statute of limitation is suspended until you or we refuse continuation of the negotiations. The statute of limitation occurs 3 months following the expiration of the interruption at the earliest.

## 8. Force majeure

If the trip is significantly complicated, jeopardised or impeded as a consequence of force majeure not foreseeable at the time of the conclusion of the Agreement, the tour operator as well as the traveller can terminate the agreement.

If the agreement is terminated, we are entitled to demand appropriate compensation for previously provided services or services yet to be provided up to the conclusion of the trip. We, as tour operators, are furthermore obligated to take the necessary measures to transport the traveller back, particularly if the agreement, as an exception, comprises the return transport. Each party is subsequently responsible for half of the additional costs for the return transport. For the remainder, the traveller is responsible for the additional costs.

## 9. Liability

Our contractual liability as tour operator for damages, which are not physical injuries, is limited to 3 times the tour price if the damage was caused neither intentionally nor based on gross negligence or in as far as we as tour operator are solely responsible due to the possible culpability of a service provider.

You, as participant of safaris, assume full responsibility for all risks and dangers associated with a safari, for which we are not responsible. Each safari is booked at the sole responsibility of the hunter and/or the accompanying person. It is very urgently recommended to take on insurance covering all risks.

We are not liable for the hunting success pursued by the traveller.

If international treaties or regulations for service providers based on such provide for liability limitations for us, we can invoke these in case of respective claims.

For the remainder, our liability for compensation is limited as follows:

- We are liable according to the statutory regulations if the customer asserts compensation claims based on intent or gross negligence, including intent or gross negligence of our representatives or vicarious agents. If we are not guilty of intentional or gross negligent breach of duty, the compensation claim is limited to the foreseeable, typical damage.
- We are liable according to statutory regulations if we are responsible for the breach of an essential contractual obligation. In this case, the liability for compensation is limited to the replacement of the foreseeable, typical damages.
- The liability based on culpable violation of life, body or health remains unaffected; this also applies to the mandatory liability according to the Product Liability Act in the event of the assumption of a warranty.

For the remainder, all liability is excluded.

## 10. Travel cancellation by the tour operator

The tour operator is entitled to withdraw from the travel agreement if the execution of the trip is complicated, jeopardised or impaired due to extraordinary circumstances not foreseeable at the time of the formation of the agreement, i.e. due to war, strike or incidents equivalent in their implications to the aforementioned examples, internal unrests, epidemics, sovereign orders (e.g. withdrawal of state laws, confiscation of accommodations or means of transport, embargos), natural disasters, significant effects of the weather, accidents, destruction of accommodations or technical defects in the means of transport).

In addition, we explicitly reserve the right to withdraw from the agreement in case of insufficient minimum participants specified in the brochure up to two weeks prior to the commencement of the safari.

## 11. Travel cancellation by you

A withdrawal from the booked trip is possible at any time up to the commencement of the trip. Cancellation has to occur in writing.

In the event of a cancellation by you, we are entitled to demand appropriate compensation based on the tour price, less the value of our saved expenses as well as other utilisation of travel services. We hereby request that you consider that safaris often have to be prepared well in advance and that the short-term procurement of replacement customers is almost impossible. However, you are at liberty to specify a replacement customer (same travelling period, same safari program) who has to satisfy all requirements for safaris described in detail in the offer.

The amount of compensation is based on the services selected by you. Please see the order confirmation for further information regarding the amount of compensation in the event of a cancellation of the booked trip by you. It is imperative that you observe the order confirmation.

Unless the respective order confirmation provides deviating information regarding the amount of compensation in the event of a cancellation of the booked trip by you, the following compensation rules are considered agreed between you and us:

The amount of compensation is estimated as follows:

- The costs for application and processing of travel agency
- The costs for previously requested visa and/or other weapon import permit
- The costs for previously requested permits and shooting licenses
- The costs for the cancellation of flights, hire car, accommodation, ferries etc.

In addition, we receive a cancellation fee based on the time of the cancellation prior to the booked trip:

In the event of a cancellation of the booked trip by you up to 61 days prior to the commencement of the trip, we shall charge you a flat compensation of 20% of the total safari cost according to the order confirmation.

In the event of a cancellation of the booked trip by you from day 60 to day 31 prior to the commencement of the trip, we shall charge you a flat compensation of 50% of the total safari cost according to the order confirmation. In the event of a cancellation of the booked trip by you from day 30 to day 11 prior to the commencement of the trip, we shall charge you a flat compensation of 75% of the total safari cost according to the order confirmation.

In the event of a cancellation of the booked trip by you as at day 10 prior to the commencement of the trip, we shall charge you a flat compensation of 95% of the total safari cost according to the order confirmation.

If and in as far as a flat rate compensation is asserted by us against you, you are entitled to prove to us that we have not incurred any damage by the cancellation or that our damage is in fact significantly lower than the above-mentioned cancellation flat rate.

If we are acting as broker, the cancellation of the trip has to be declared to the tour operator as a rule. In this case, the possible fees/compensation claims or flat rate damages depend on the travel agreement concluded between you and the tour operator. We urgently recommend that you observe these.

For Austrian customers: We point out that these regulations regarding the cancellation of trips deviate from the condition pertaining to the customer's withdrawal from the trip (point 7) of the General Travel Conditions 1992 in their applicable version. The General Travel Conditions 1992 in the applicable version can be obtained from Blaser Safaris GmbH free of charge at any time.

## **12. Insurances**

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The tour price does not include travel cancellation cost insurance. We urgently recommend the conclusion of such insurance to protect you from the costs of a travel cancellation under certain circumstances. This also applies if you abort the trip. Insurance information is enclosed with each brokerage assignment. Please note that the completed cancellation insurance application has to be received by us at the latest within 8 days after booking. Otherwise, the insurer may not grant insurance. This particularly applies if the premium is not paid. The insurance company has to be informed immediately the event of a claim. We are not involved in the settlement of claims.

You, as safari guest, are obligated to ensure sufficient hunting liability insurance. Please investigate with your insurance in due course.

## **13. Passport, visa, customs, foreign currency and health regulations / miscellaneous**

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The loss or damage of luggage as well as late deliveries has to be reported to the transport company immediately. This company is responsible to issue a written confirmation (P.I.R.). For your own safety, we recommend that you conclude a respective travel insurance in due time.

In as far as we act as travel agents, we urgently recommend that you obtain information regarding passport, visa and health regulations at the tour operator prior to the formation of the agreement as well as any possible changes prior to commencing the trip. We, as travel agents, are not responsible for this fact.

If we act as tour operator for you, we are obligated to inform citizens of a country of the European Union in which the trip is offered of the regulations of passport, visa and health regulations prior to the formation of the agreement as well as any possible changes prior to commencing the trip. The responsible consulate provides information for members of other countries. We hereby assume that there are no special conditions regarding your person and any member travellers (e.g. double citizenship etc.).

You are exclusively responsible for the procurement and carrying of the necessary travel documents, any required vaccinations as well as the compliance with customs and foreign currency regulations. You are entirely responsible for any disadvantages as a result of neglecting these duties.

We are not liable for the punctual granting and receipt of any necessary visa, even if you have commissioned us with their procurement, unless we have culpably violated our obligations.

## **14. Final conditions**

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You are not entitled to assert a right of retention against us due to a different claim not originating from this agreement. You can only offset against such recognised, uncontested, decided and legally determined claims.

The contractual relationship with you is exclusively subject to the laws of the Federal Republic of Germany. This also applies for the entire legal relationship. In as far as German law is not applied for claims against us abroad pertaining to liability in general, Germany law is still applicable exclusively in terms of the legal consequences, particularly in terms of type, extent and amount of claims.

Place of jurisdiction for claims by travel customers is Isny im Allgäu.

Isny im Allgäu is deemed agreed upon as place of jurisdiction for complaints against the Customer and/or contractual partner of the travel agreement, the merchants, legal person under public or private law with residence or usual place of abode abroad or whose residence or usual place of abode is not known at the time of commencement of the action.

The regulations above do not apply

if and in as far as contractually mandatory conditions of international treaties, which must be applied to the travel agreement, specify different conditions in favour of the customer or if and in as far as mandatory conditions in the EU member state to which the customer belongs, are urgently applicable to the travel agreement and more favourable for the customer than the conditions mentioned above or the respective German conditions.

### **Blaser Safaris GmbH**

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