

GENERAL TERMS and CONDITIONS

1. SCOPE

These General Terms and Conditions shall govern the legal relationship and any Service Agreements (Travel Arrangements) (the "Agreement") with Bucher Travel Inc.. Regulations in a Service Agreement can deviate from the terms of these General Terms and Conditions; in such a case, the individually agreed terms and regulations in a Service Agreement shall prevail.

All services of third-party suppliers are only brokered by Bucher Travel Inc. They are offered and shall be provided in the name of the relevant third-party supplier in accordance with its general terms and conditions.

2. BOOKINGS

Bookings shall be accepted as long as the requested services are available. Bookings shall only be deemed to have been confirmed following receipt of the requested deposit payment. In confirming the booking, the client shall be deemed to have consented to the General Terms and Conditions set forth below and declares that he/she has received the General Terms and Conditions.

3. PRICING

Bucher Travel Inc. pricing includes bespoke program design, reconfirmation of all agreed services prior to the start of the booked arrangements, checking of flight information and train schedules as well as a 24/7 emergency telephone service.

All rates mentioned in the offer are in Swiss Francs (CHF) and include service, taxes and VAT. Bucher Travel Inc. reserves the right to increase the price under certain circumstances (see section 7 and 8).

4. PAYMENTS

An initial deposit payment of at least CHF 8,000.00 is requested in order to confirm the arrangements.

Payment of 90% of the estimated total amount is requested 30 days prior to group arrival. Balance and all extras to be settled 30 days after receipt of the final invoice.

Bucher Travel Inc. reserves the right to cancel the booking and to retain the initial deposit paid in the event that payment has not been received within the agreed terms (see section 4.3 below).

4.1 Pre-payments for third party suppliers

Third party suppliers may request a pre-payment to confirm their services. This pre-payment is to be paid upon confirmation and separately from the initial deposit payment. The specific amount and the terms will be advised by Bucher Travel Inc.

4.2 Bank Transfers

Bank transfers in Swiss Francs (CHF) into the bank account indicated below are preferred. Bank transfers must be made with **"no charges for the beneficiary"**.

Bank:	LUZERNER KANTONALBANK, Pilatusstrasse 12, 6002 Lucerne, Switzerland
BC-no:	778
Account no:	01-00-592682-10
IBAN:	CH0900778010059268210
SWIFT:	LUKBCH2260A

Account holder: BUCHER TRAVEL Inc., Pilatusstrasse 27, 6036 Dierikon, Switzerland

4.3 Payment conditions and Credit Card Transactions

Payments by American Express, Mastercard and VISA credit cards are accepted with a surcharge of 4%. Payments will be arranged via an electronic secure payment link in Swiss Francs (CHF).

If any payment or deposit is not made to Bucher Travel by its respective due date, and such failure to make the payment or deposit remains uncured for more than 10 days following notice of such failure, or client becomes insolvent, files a petition for bankruptcy, or commences proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, Bucher Travel may cancel parts of all event services and terminate any Agreements effective immediately.

Client shall pay interest on all amounts past due at the rate of 5% per annum. Nothing contained herein shall be deemed to establish or require the payment of a rate of interest in excess of the maximum permitted by applicable law. In the event that the rate of interest to be paid hereunder exceeds the maximum permitted by applicable law, any payments in excess of such maximum shall be returned to client. Additionally, client shall be responsible for all costs and fees (including attorneys' fees) related to Bucher Travel's effort to collect any past due amounts.

All amounts are subject to taxes in effect at the time the event services are provided. Any change in tax rates or the unanticipated implementation of supplementary fees (e.g., energy surcharges, fuel surcharges, health and safety surcharges) by third-party suppliers will be the responsibility of client.

5. EXCURSIONS, ACTIVITIES AND EVENING FUNCTIONS

5.1. Guarantees

The client shall inform Bucher Travel Inc. in writing (which also includes email) of the guaranteed number of participants...

- a) 48 hours prior to the event without meal confirmed number of participants will be charged
- b) 72 hours prior to the event incl. meal (lunches, dinner) confirmed number of participants will be charged

...before event begin at the latest, or according to the terms described in the order confirmation respectively. A reduction of the number of participants cannot be taken into consideration within above conditions. Bucher Travel Inc. shall be entitled to invoice for the guaranteed number even if fewer people take part. Bucher Travel Inc. accepts participants exceeding the agreed number only as long as the smooth running of the event can be guaranteed. Participation numbers exceeding the agreed number require prior consultation and coordination with Bucher Travel Inc. In such cases, the actual number of participants shall be invoiced.

5.2. Last minute changes

As long as participants' safety is ensured and suppliers operate their services, bad weather conditions will never be accepted as a reason to cancel an activity, excursion or evening function. If a client decides to cancel or change an activity, the cancellation policies will apply.

5.3. Disabled guest accommodations

Bucher Travel Inc. shall take reasonable steps to ensure that people with disabilities have an equal opportunity to attend the program. Client shall inform Bucher Travel Inc. immediately upon learning of any actual or potential guest with a disability that may require reasonable accommodations. If additional cost are incurred in providing such accommodations, Bucher Travel Inc. shall advise Client of the same and it shall be the responsibility of Client to bear such costs.

6. HOTEL BOOKINGS

If the hotel booking is handled by Bucher Travel Inc., the hotel's cancellation terms and conditions will apply and will be advised in the booking confirmation.

7. MAJOR CHANGES (by client)

Additional costs resulting from major changes, late arrivals or program postponements (other than as outlined in section 15 (Force Majeure), section 11 (Unforeseen Extension, COVID-19 Acknowledgement)) shall be borne by the client. If the client abandons a program, arrives late or departs early, they are not entitled to a refund. An administrative fee of 10% of the estimated total amount shall be charged in case of program postponement or date changes up until 60 days prior to the event. Postponements or date changes submitted less than 60 days before event begin shall be invoiced in accordance with the terms of cancellation.

8. CHANGES (by Bucher Travel Inc.)

Due to potential changes in market conditions, which are outside a third-party supplier's control, and due to the length of time between the effective date and the program, third-party suppliers may adjust their pricing prior to effecting the program. Bucher Travel Inc. reserves in such a case the right to increase the contractual price if so, justified by price increases by third party suppliers, e.g. transport companies or new or increased taxes, duties or charges as well as exchange rate fluctuations.

Bucher Travel Inc. reserves further the right to make changes to the booked arrangements (other than as outlined in section 15 (Force Majeure), section 11 (Unforeseen Extension, COVID-19 Acknowledgement)) at any time. These changes shall be fully documented and announced as early as possible. Some changes may require the provision of an alternative service, which shall be of at least equivalent quality and value. Any price increases shall be borne by the client.

Subject to section 13, no entitlement to claim damages owing to non-performance of the contract shall arise under either scenario.

9. CANCELLATIONS (by client)

If a client cancels the program for any reason (other than as outlined in section 15 (Force Majeure), section 11 (Unforeseen Extension, COVID-19 Acknowledgement), or due to Bucher Travel Inc.'s material breach of an Agreement), client will pay to Bucher Travel Inc. a cancellation fee (program planning costs) based on the schedule set forth below. The formulas specified herein are a reasonable attempt to calculate actual damages suffered by Bucher Travel Inc. and are not considered a penalty or liquidated damages. Notice of cancellation must be given in writing (which also includes email) to Bucher Travel Inc. and shall only be deemed to have been validly received upon confirmation by Bucher Travel Inc..

For cancellations of an arrangement up to 60 days prior to arrival of the group, the client shall be invoiced for program planning costs according to the work already completed, but not less than the initial deposit payment. After this date, the following penalties will apply:

- 60 – 31 days prior to arrival date 25% of estimated total amount will be charged
- 30 – 15 days prior to arrival date 50% of estimated total amount will be charged
- 14 – 8 days prior to arrival date 75% of estimated total amount will be charged
- 7 – 0 days prior to arrival date 100% of estimated total amount will be charged

Third party suppliers may have firmer cancellation policies. If applicable, these specific cancellation policies will be advised by Bucher Travel Inc.

10. CANCELLATIONS (by Bucher Travel Inc.)

Bucher Travel Inc. may cancel the program at short notice if participants' behaviour, omissions or other actions endanger or render impossible the fulfilment of the contracted services. In this case, the terms of cancellation and costs therein apply. If a program cannot take place due to Force Majeure Event, safety concerns on the part of Bucher Travel Inc., official measures or restrictions, strikes or unsafe weather and outdoor conditions, Bucher Travel Inc. is entitled to cancel or abandon the activities at short notice. Refunds shall be made after deduction of services already used, expenses incurred and (excluding a Force Majeure Event) an administrative fee.

Programs are expressly subject to change. Bucher Travel Inc. will make commercially reasonable efforts and shall seek for an alternative option of equal value, but reserves the right to make necessary adjustments without affecting their material nature or overall quality. If Bucher Travel Inc. cancels the entire program for any reason (other than as outlined in this section 10 above and in section 15 Force Majeure), Bucher Travel Inc. shall return to client all amounts paid, including any pre-payments and program deposits, but less the initial deposit (section 4 above).

11. UNFORESEEN EXTENSION, COVID-19 ACKNOWLEDGEMENT

In the unlikely event of any unforeseen extension to the program caused by e.g. flight delays or cancellations, bad weather, or any other cause (non-exhaustive list, but excluding a Force Majeure Event) beyond the control of Bucher Travel Inc., it is acknowledged that any expenses relating to these circumstances (accommodation, transfers etc.) shall be invoiced to the client in full. Bucher Travel Inc. accepts no liability for any changes, omissions or communication breakdowns etc. No entitlement shall arise to claim damages against Bucher Travel Inc..

Covid-19 Acknowledgment. There is still an outbreak of COVID-19 in various parts of the world and a subsequent outbreak of COVID-19 (or a variant of COVID-19) may cause a client legitimate concern regarding the health and safety of its guests in connection with their attendance of the program. If, in good faith, a client determines it is not comfortable permitting its guests to attend the travel arrangements or a program due to a current (or a subsequent) outbreak of COVID-19 (or a variant of COVID-19), a client may (i) request to postpone the travel arrangement of a program or (ii) terminate an Agreement and cancel the program pursuant to the terms set forth in this section.

If a client requests to postpone a program, Bucher Travel Inc. will make every effort to accommodate a client's request. If Bucher Travel Inc. is able to accommodate a client's request for postponement, any additional work Bucher Travel Inc. is required to perform or costs necessarily incurred will be charged to a client and reflected in an updated payment and deposit schedule. The revised payment and deposit schedule must be accepted by a client within 10 (ten) days of a client's receipt. Bucher Travel Inc. reserves the right to decline a client's request for postponement.

If Bucher Travel Inc. is unable to accommodate a client's request for postponement and/or a client terminates an Agreement pursuant to the terms set forth in this section, Bucher Travel Inc. shall return to the client all amounts paid by client to Bucher Travel Inc., less the following (which Bucher Travel Inc. shall be entitled to retain or collect): (i) the initial program deposit, (ii) non-recoverable program deposits; (iii) an administrative fee and (iv) other out-of-pocket costs Bucher Travel Inc. has paid or is obligated to pay (e.g., site visit costs).

12. RENOVATIONS

Please be aware that hotels and venues undergo renovation from time to time, but that they will do their utmost to limit any disruption to their clients. If Bucher Travel Inc. is specifically advised of any renovation work, clients shall be informed accordingly. However, the dates and scale of any renovation work are subject to change. Bucher

Travel Inc. will not consider any complaints or requests for refunds if a hotel or venue is carrying out renovations whilst a client is resident.

13. RESPONSIBILITY

Unless required otherwise by law, Bucher Travel Inc. declines all liability whatsoever for any loss, damage, injury, illness, accidents, delay or any other irregularity (non-exhaustive list) howsoever arising or for consequential losses, lost profit, the failure to enjoy the holiday or any other similar claims. Liability shall be limited under all circumstances to amount of the contractual price. Bucher Travel Inc. shall make every effort to ensure that all booked arrangements and services are carried out as specified in the most efficient and effective way possible. However, Bucher Travel Inc., however, does not legally own, operate, or exercise any control over its third-party suppliers for the provision of goods and/or services to be provided, including the service of alcoholic beverages, whilst third-party suppliers are in all cases selected with the utmost care. Bucher Travel Inc. does not accept any liability for errors and omissions by such suppliers, nor for any claims, or causes of action arising out of or related to any loss, damage, or injury that may be sustained as a result of a third-party supplier's wrongful acts or omissions. In no event shall Bucher Travel Inc. be liable for incidental or consequential damages sustained by a client arising out of any alleged breach of an Agreement.

14. LIABILITY RELEASE

Certain high-risk and sporting activities may require a liability release to be signed by client at any time prior to the start of the activity. Client understands and agrees that Bucher Travel inc. and/or certain third-party suppliers may require participants in a planned activity to sign a waiver of liability. If a participant refuses to sign such a waiver, they may not be permitted to participate in the activity, respectively the activity cannot be started until a release has been signed and provided to Bucher Travel Inc.

Bucher Travel Inc. declines all responsibility whatsoever for any high-risk and sporting activities. Any such activities are engaged in at the exclusive risk of the participant.

15. FORCE MAJEURE

No party shall be liable or responsible to the other party (except for any obligations to make payments to the other party hereunder), or be deemed to have defaulted under or breached an Agreement, for any failure resulting in the inability to conduct the offered services or a program when and to the extent such failure is caused by or results from the following force majeure events ("Force Majeure Events"): (a) flood, fire, or earthquake; (b) declared war, a terrorist act in the city where the program takes place, or a riot within five miles of where the program takes place; (c) epidemics or pandemics (excluding COVID-19); (d) government order or law (excluding government order or law, or some other mandate, requiring guests to be vaccinated against COVID-19); (e) embargoes or blockades; (f) strikes or labor stoppages; or (g) shortage of adequate power or infrastructure.

If an Agreement is terminated pursuant to the terms in this section, Bucher Travel Inc. shall return to client all amounts paid by client to Bucher Travel inc. less the following (which Bucher Travel Inc. shall be entitled to retain or collect): (i) the initial program deposit, (ii) non-recoverable program deposits; and (iii) out-of-pocket costs Bucher Travel Inc. is obligated to pay (e.g., site visit costs).

16. DATA PROTECTION POLICY

In order to process the bookings and to ensure that the arrangements meet client's requirements, Bucher Travel Inc. will receive the travellers' personal data from the client or from a third party. The client and the third party represent and warrant to Bucher Travel Inc. and shall further ensure that he/she is entitled to collect and disclose these personal data. Bucher Travel Inc. is subject to Swiss data protection legislation and will process data in compliance with the applicable Swiss data protection laws and regulations. Appropriate data security arrangements have been put in place. In particular, personal data shall only be disclosed to third parties insofar as necessary for the arrangement booked.

17. APPLICABLE LAW, COURT OF JURISDICTION

Swiss law (excluding the provisions on the conflict of laws) shall be applicable. The place of jurisdiction is Dierikon, Switzerland.

Dierikon, 01 February 2023