

General Travel Terms and Conditions ARCTIC PICTURES

English translation provided for convenience. In the event of any discrepancy, the German original ("Allgemeine Reisebedingungen ARCTIC PICTURES") prevails.

These travel terms and conditions supplement the statutory provisions (§§ 651 a ff. BGB — the German Civil Code) and govern the legal relationship between you as the customer and ARCTIC PICTURES as the tour operator. You accept them when booking. Please therefore take the time to read these General Travel Terms and Conditions. Deviating provisions in the respective trip description take precedence.

1. Conclusion of the travel contract

By registering, the customer makes a binding offer to conclude a travel contract. Registration may be made in writing, verbally, by telephone, or electronically (via internet or e-mail). It is made by the person registering on behalf of all participants listed on the registration, for whose contractual obligations he or she is liable as for his or her own, provided that he or she has assumed this obligation by express and separate declaration. The travel contract is concluded when the customer receives a booking confirmation/invoice. This requires no particular form and is transmitted digitally by e-mail.

If the content of the booking confirmation differs from the content of the registration, this constitutes a new offer by which ARCTIC PICTURES is bound for a period of 10 days. The contract is concluded on the basis of this new offer if the customer declares acceptance to ARCTIC PICTURES within the binding period, whether expressly, by paying the deposit, or by paying the balance.

2. Payment

Upon conclusion of the contract, a deposit of 20% of the trip price becomes due. The deposit must be paid into the account of ARCTIC PICTURES within 7 days of receipt of the booking confirmation/invoice and is credited against the trip price. The balance is due 28 days before the start of the trip, provided it is established that the trip will take place, i.e. that it can no longer be cancelled under clause 5.1. For bookings made at short notice, the full trip price is payable immediately. Payment is made by bank transfer; credit card payments are not accepted. Any further travel documents that may be required will be sent to the customer 2 weeks before the start of the trip. Without full payment of the trip price when due, the customer has no claim to the contractual services and the tour operator has no obligation to perform.

3. Services and prices

3.1 The scope and nature of the contractual services are determined exclusively by the trip description of ARCTIC PICTURES, the information and service descriptions on the website, and the booking confirmation. Side agreements that change the scope of the contractual services — in particular those going beyond, or altering, the services listed in the trip description — require express written confirmation. Changes or deviations of individual travel services that become necessary after conclusion of the contract, that deviate from the agreed content of the travel contract, and that were not brought about by the tour operator in bad faith, are permitted only insofar as they are not significant, do not alter the overall character of the booked trip, and do not burden the traveller beyond what is reasonable. Any warranty claims remain unaffected insofar as the changed services are defective. ARCTIC PICTURES is obliged to inform the customer without delay of any changes to services that materially affect their nature and quality. In the event of a significant change to an essential travel service, you are entitled to withdraw from the travel contract free of charge or to request participation in a trip of at least equivalent value, provided ARCTIC PICTURES is able to offer such a trip from its travel programme at no extra cost to you.

3.2 ARCTIC PICTURES reserves the right to change the advertised prices, and prices confirmed with the booking, in the event of an increase in transport costs or in charges for specific services — such as port or airport fees — or a change in the exchange rates applicable to the trip in question. The trip price may be increased to the extent that the trip has thereby become more expensive for ARCTIC PICTURES. An increase is permitted only if more than 4 months lie between conclusion of the contract and the agreed travel date and the circumstances leading to the increase were not yet known and foreseeable at the time the contract was concluded. In the event of a subsequent change to the trip price, you will be informed without delay. Price increases from the 20th day before the start of the trip are invalid. In the event of price increases of more than 5%, you are entitled to withdraw from the travel contract free of charge or to request participation in a trip of at least equivalent value, provided ARCTIC PICTURES is able to offer such a trip from its travel programme at no extra cost to you.

4. Cancellation by the customer, rebooking, substitute participants

4.1 The customer may withdraw from the travel contract at any time before the start of the trip. It is recommended that the cancellation be declared in writing. Decisive is the time at which the cancellation declaration is received by ARCTIC PICTURES. If the customer withdraws from the travel contract, ARCTIC PICTURES loses its claim to the agreed trip price. Instead, however, ARCTIC PICTURES may demand reasonable compensation for the travel arrangements made and its expenses incurred. The compensation claim is determined by the trip price less the value of the expenses ARCTIC PICTURES ordinarily saves and less what ARCTIC PICTURES can ordinarily obtain through other use of the travel services. In the event of cancellation, ARCTIC PICTURES is entitled to the following standardised claim per person:

- up to 60 days before the start of the trip: 10% of the trip price

- up to 40 days before the start of the trip: 25% of the trip price
- up to 30 days before the start of the trip: 50% of the trip price
- up to 15 days before the start of the trip: 75% of the trip price
- from the 14th day before the start of the trip: 100% of the trip price

4.2 If, at the customer's request, changes are to be made after booking with respect to the travel date, the destination, the place of departure, the accommodation, or the mode of transport (rebooking), ARCTIC PICTURES may charge a flat rebooking fee of 100 euros per person. A rebooking is possible at the latest up to the 42nd day before the start of the trip. After that, changes are possible only after prior withdrawal from the travel contract under the conditions stated above, combined with a simultaneous new registration by the participant. The customer is at liberty to demonstrate at any time that no costs, or lower costs than the above flat rate, were incurred as a result of the rebooking.

4.3 Up to the start of the trip, the customer is entitled to name a substitute person who takes his or her place in the rights and obligations arising from the travel contract, and whom the customer must notify to ARCTIC PICTURES in advance. ARCTIC PICTURES may object to the entry of this person if the person does not meet the particular requirements of the trip, or if statutory provisions or official orders stand in the way of his or her participation. If a third party enters into the contract, that person and the traveller are jointly and severally liable to ARCTIC PICTURES for the trip price and for the additional costs and rebooking fees arising from the third party's entry.

4.4 In the event of cancellation or failure to appear for the trip, the claim to the booked place lapses.

4.5 The tour operator is entitled to reallocate the place that becomes available as a result of the customer's cancellation.

5. Cancellation by the tour operator

5.1 If a minimum number of participants is specified in the trip description or in other documents that have become part of the contract, ARCTIC PICTURES may withdraw from the travel contract up to 21 days before the start of the trip if the minimum number of participants is not reached. Payments made towards the trip price will be refunded to the participant without delay. The customer has no further claims. ARCTIC PICTURES reserves the right, however, to carry out the trip even though the minimum number of participants has not been reached.

5.2 ARCTIC PICTURES may withdraw from the travel contract, or terminate the travel contract after the start of the trip without notice, if the traveller persistently disrupts the conduct of the trip despite a warning from us, or behaves in breach of the contract to such an extent that the immediate cancellation of the contract is justified. The same applies if the traveller does not meet the particular requirements of the trip (health, capability, etc.). In the event of termination/withdrawal, ARCTIC PICTURES retains its claim to the trip price, but must allow credit for the value of the expenses saved and for the advantages obtained through any other

use of the services not taken up. Any additional costs for the return transport are borne by the traveller.

ARCTIC PICTURES has the right, at any time before and during the trip, to exclude the customer from the group trip in order to ensure its successful conduct.

5.3 If the traveller does not meet his or her payment obligations: in the event of termination for default of payment, ARCTIC PICTURES may assert the applicable cancellation fees (see clause 4.1).

5.4 If, as a consequence of force majeure not foreseeable at the time the contract was concluded, the trip is significantly impeded, endangered, or impaired, both ARCTIC PICTURES and the traveller may terminate the contract solely in accordance with this provision (§ 651 j BGB). If the contract is terminated, ARCTIC PICTURES may demand reasonable compensation for the services already rendered or still to be rendered to bring the trip to an end. Furthermore, the tour operator is obliged to take the necessary measures, in particular to transport the travellers back. The additional costs of the return transport are to be borne in equal halves by the customer and ARCTIC PICTURES. In all other respects, the additional costs are borne by the traveller.

6. Services not used, trip aborted by the participant

If the customer does not make use of individual travel services as a result of an early return journey or for other compelling reasons, there is no claim to a pro-rata refund of the trip price. ARCTIC PICTURES will, however, endeavour to obtain reimbursement of the saved expenses from the service providers. This obligation does not apply where the services concerned are entirely insignificant, or where statutory or official provisions stand in the way of a refund.

7. Warranty

7.1 Remedy and duty to cooperate

If the trip is not provided in accordance with the contract, the customer may demand remedy. The customer is, however, obliged to do everything reasonable to help remedy the disruption and to keep any resulting damage as low as possible or to avoid it entirely. In particular, the customer is obliged to notify complaints without delay. The tour leader or local representative is instructed to arrange remedy where this is possible and does not require disproportionate effort. He or she is, however, not authorised to acknowledge claims.

7.2 Termination of the contract, setting of a deadline

If the customer wishes to terminate the travel contract on account of a travel defect of the kind described, for good and evident cause on grounds of unreasonableness, he or she must first set ARCTIC PICTURES a reasonable deadline for remedy (see § 615 c + § 651 e BGB). This does not apply only where remedy is impossible or is refused by us, or where the immediate

termination of the contract is justified by a particular interest on your part that is evident to the tour operator. ARCTIC PICTURES may also provide remedy by providing a substitute service of equal or higher value.

7.3 Exclusion of claims

Claims arising from the trip not being provided in accordance with the contract may be asserted by the customer against ARCTIC PICTURES within one month of the contractually agreed end of the trip. After expiry of this period, claims may be asserted only if the customer was prevented from meeting the deadline through no fault of his or her own. This deadline also applies to the notification of baggage damage occurring during transport in the vehicle during the trip. Baggage damage occurring during a flight must be reported to the airline concerned and lies outside the area of responsibility of ARCTIC PICTURES.

7.4 Travel documents

Please inform ARCTIC PICTURES in good time if you have not received the required travel documents within the period notified to you.

8. Liability

8.1 Limitation of liability

The contractual liability of ARCTIC PICTURES for damage other than personal injury is limited to three times the trip price per trip and traveller, insofar as the traveller's damage was caused neither intentionally nor through gross negligence, or insofar as ARCTIC PICTURES is responsible for damage incurred by the traveller solely through the fault of a service provider. The tortious liability of ARCTIC PICTURES for damage to property not based on intent or gross negligence is limited to three times the trip price. This maximum liability amount applies per traveller and trip. The aforementioned limitations of liability do not apply to claims arising under the Montreal Convention for the loss of baggage.

The customer takes part in hikes and mountain climbs, boat trips, optional excursions, sporting activities, and events or undertakings of any kind involving particular risks at his or her own risk. In this respect ARCTIC PICTURES is liable only in cases of intent and gross negligence.

8.2 Exclusion of liability for third-party services

ARCTIC PICTURES is not liable for service disruptions, personal injury, or damage to property in connection with services that are merely arranged as genuine third-party services (e.g. optional excursions, guided tours, independent hire-car bookings, optional offers from local operators, etc.), where these services are expressly identified as third-party services in the service description and the booking confirmation, with the arranged contractual partner named, so that it is apparent to the traveller that they are not part of the travel services of ARCTIC PICTURES. ARCTIC PICTURES is, however, liable for services that include the transport of the guest from the advertised starting point of the booked trip to the advertised destination, intermediate

transport during the trip, and accommodation during the trip, and where and insofar as a breach of the tour operator's duty to inform, advise, or organise has become the cause of damage to the guest.

9. Limitation period

Claims under the travel contract pursuant to §§ 651 c to f BGB arising from injury to life, body, or health that are based on an intentional or negligent breach of duty by the tour operator or a legal representative or vicarious agent of the tour operator become time-barred after two years. This also applies to claims for compensation for other damage based on an intentional or grossly negligent breach of duty by the tour operator or a legal representative or vicarious agent of the tour operator.

All other claims under §§ 651c to 651f BGB become time-barred after one year. The limitation period begins on the day on which the trip was due to end according to the contract. If negotiations are pending between you and ARCTIC PICTURES concerning the claim or the circumstances giving rise to the claim, the limitation period is suspended until you or ARCTIC PICTURES refuses to continue the negotiations. The limitation period takes effect at the earliest 3 months after the end of the suspension.

10. Passport, visa, and health regulations

The tour operator undertakes to inform nationals of the European Community about the passport, visa, and health regulations and any changes to them before the start of the trip. For nationals of other states, the competent consulate provides information.

Each participant is personally responsible for complying with passport, entry, vaccination, currency, and customs regulations, and must be in possession of valid identification (national identity card, passport) — with a visa where applicable. All disadvantages arising from non-compliance with these regulations, in particular the payment of cancellation costs, are borne by the traveller. This does not apply to the extent that they are caused by culpably incorrect information, or a culpable failure to provide information, on the part of ARCTIC PICTURES.

ARCTIC PICTURES is not liable for the timely issue of, and access to, necessary visas by the respective diplomatic mission where, in exceptional cases, the traveller has entrusted the operator with obtaining them, unless ARCTIC PICTURES has culpably breached its own obligations.

11. Duty to provide information on the identity of the operating air carrier

The EU regulation on informing air passengers of the identity of the operating air carrier obliges tour operators to inform the customer, at the time of booking, of the identity of the operating airline(s) for all air transport services to be provided as part of the booked trip. If the operating

airline has not yet been determined at the time of booking, ARCTIC PICTURES is obliged to name to the traveller the airline or airlines likely to operate the flight. As soon as the operator knows which airline will operate the flight, it must inform the customer accordingly. If the airline named to the customer as the operating airline changes, the customer must be informed of the change.

12. Travel insurance

The tour operator recommends taking out travel cancellation insurance, insurance to cover repatriation costs in the event of accident or illness, and health insurance that is also valid abroad. Please note that the stated trip prices do not include any such insurance. If you withdraw from your trip before it starts, cancellation costs arise. If a trip is aborted, additional return-journey and other extra costs may arise.

13. Data protection

The personal data that the customer provides to the tour operator are processed and used electronically to the extent necessary for the performance of the contract and for customer service. ARCTIC PICTURES complies with the provisions of the German Federal Data Protection Act (Bundesdatenschutzgesetz) when collecting, processing, and using personal data.

14. Choice of law and place of jurisdiction

German law applies exclusively to the entire contractual and legal relationship between the customer and the tour operator. The customer may sue the tour operator only at its place of business. Insofar as the customer is a merchant or a legal person under private or public law, or a person whose domicile or habitual residence is abroad, or whose domicile or habitual residence is unknown at the time the action is filed, the place of business of the tour operator is agreed as the place of jurisdiction.

15. Invalidity of individual provisions

The invalidity of individual provisions of the travel contract does not result in the invalidity of the entire travel contract.

ARCTIC PICTURES

Photography, Workshops & Travel

Dr. Oliver Schwenn

Hou Strandpark 39

DK – 8300 Odder

Tel.: +49 173 3474447

oliver@arcticpictures.de

www.arcticpictures.de