

ENGLISH**§ 1 Scope of the contract**

(1) In addition to the generally applicable legal regulations of Albania, the contractual relationship between Berati Tours Albania DMC - hereinafter referred to as "BTA" - and the contractual partner - hereinafter referred to as "client" - is governed by these general terms and conditions (T&C). (2) In this context BTA will either act as a *tour operator* organising all-inclusive tours or other travel services in its own name, or act as a *travel agent* trading tourism offers on behalf of and in the name of third parties. (3) In case of online booking via website "www.berati-tours.com", the terms of use published on the mentioned website shall apply additionally.

§ 2 Conclusion of the contract

(1) Booking of a travel or travel service may be effected in writing, verbally, via telephone or by electronic means (e-mail, internet). The client immediately will be provided with a confirmation upon receipt of the booking request, by email, mail or phone. However, such confirmation by BTA regarding the receipt of the booking request shall not be considered as booking confirmation. (2) The contract shall only become effective upon our written booking confirmation sent to the client. This confirmation contains a conclusion of all applicable contractual services. (3) The client is obligated to check the documents provided by BTA for their completeness and correctness upon receipt. BTA shall immediately be informed about any apparent deviations. (4) In case the content of the booking confirmation deviates from the booking, this shall constitute a new offer made by BTA which is binding for us for a period of 7 days. The contract shall be considered as concluded upon receipt of an explicit declaration by the client, payment of a deposit, final payment or commencement of the travel. (5) The contractual language is either English or German. With the approval of BTA the contractual language may deviate.

§ 3 Types of contracts

(1) *Travel contract (BTA acts as service provider/ tour operator itself)*: BTA's obligation to render services is determined by the content of the booking confirmation including any possible references made therein. Third parties instructed by BTA to provide such services (e. g. hotel, car rental company, etc.) and the travel agencies involved are not authorized to give assurances in the name of BTA or make agreements which exceed the instructions of BTA. (2) *Agency Contract (BTA acts as intermediary for other service providers)*: BTA shall

mediate and organize services with the diligence of a prudent businessman, including any information or advice necessary for the service of the agency. The provision of the mediated services is not part of the agency contract. The mediation shall be effected subject to the available capacities of the service provider. The agency contract contains any agreements made between the client and the service provider, the travel brochure and the general terms and conditions / general conditions of travel of the service provider. The contract details provided do not constitute any assurance or warranty by BTA.

§ 4 Duty to supply information

(1) In addition to the provision of travel services (travel description), BTA will inform the client prior to the travel to the best of its knowledge on passport and visa requirements necessary for the travel, official health formalities and applicable customs and exchange control regulations (duty to notify). For compliance with the respective regulations the client is responsible himself. (2) BTA will only take charge of obtaining visa if explicitly requested by the client. BTA is entitled to charge any costs incurred to the client (e.g. telephone, postage, etc.). BTA is not liable for the timely issuance and the timely receipt of necessary visa, provided that BTA cannot be held responsible for the delay.

§ 5 Liabilities of the applicant

(1) In case the client makes bookings for other participants in his own name, he is obligated to provide a separate declaration on the application form stating that he will take personal responsibility for the contractual obligations of the participants registered by him. (2) Each user of the online service confirms, by clicking on the respective field, that the possibility of booking via the internet shall only be used in order to make *legitimate* bookings for himself or with the legitimate authorisation for a third person. (3) In case of a breach of this confirmation the client or user assumes unlimited liability towards the respective service providers and BTA for any damages caused by himself and the third persons represented by him.

§ 6 Terms of payment

(1) BTA is authorised to charge deposits and to demand final payments according to the general terms and conditions of business and payment of the respective service provider. The client may not raise any objections against this collection of receivables due to faulty performance, except BTA itself acts as the provider of the service the reliable is related to. (2) *Unless*

otherwise agreed upon in the respective case, a deposit of 20 percent will fall due immediately upon receipt of the oral or written booking confirmation (according to the indications made in the booking confirmation); receipt of payment of the remaining amount has to be effected two weeks prior to the commencement of the travel at the latest. (3) Deviating from this, full payment of certain services, e.g. individual travel planning or travel insurance, is already due immediately upon receipt of the booking confirmation, for comprehensible reasons. (4) Any claim to provide the booked services shall be admissible only if the timely payment of the fixed price is completed. (5) Any transfer- and bank charges shall generally be paid by the client. For payment transactions within the European Union the client will be provided with bank details of a German bank account in order to make transfers to BTA; in addition, the specialised online travel agency „Reisen-in-Albanien.de“, Hummelsteiner Weg 72, Nuremberg, Germany is entitled to collect payments in the name of BTA.

§ 7 Amendment of contract, change of booking

(1) In case of any amendments made after the conclusion of the contract, BTA is obligated to inform the client immediately. Amendments are tolerable as long as the client is informed upon at least 20 days prior the start of the travel, if an objective justification regarding the amendments is provided by the service provider (e.g. with regard to exchange rate fluctuations, increases in harbour- /airport charges or fuel prices) and if the overall arrangement of the travel and the confirmed prices is not affected significantly. (2) In case of an increase of price by more than 5%, taking into account the above provisions, or in case of significant factual amendments with regard to the contractual services, the client has the right to withdraw from the contract free of charge. The client is obligated to claim this right within three days after being notified of the amendment by BTA. (3) In case of a change of the participating person, BTA reserves the right to oppose this change for justified reasons provided that no conflicting legal provisions exist.

§ 8 Withdrawal from the contract by BTA being service provider

If not explicitly arranged in an official (published) travel description, (1) in connection with an offer for an all-inclusive tour BTA has the unlimited right to withdraw from the contract no later than 21 days prior to the commencement of the travel in case

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the minimum number of participants is not achieved. In case of cancellation BTA has a duty to inform the client immediately. (2) In case of a substantial disturbance of the execution of the contract by the client, despite having received a respective warning, or in case the client breaches the contract to such extent that an immediate termination of the contract is justified, BTA as service provider is entitled to terminate the contract after start of the travel without observing a period of notice. In such cases, the person in charge indicated in the travel documents, regularly the tour guide, is authorised to exercise the rights of BTA. (3) Any expenditures saved due to the premature termination will be reimbursed to the client or offset against any damages caused by the client respectively.

§ 9 Force majeure

In case the travel is significantly hindered, endangered or impacted due to force majeure, being unpredictable at the time of conclusion of the contract, both the service provider and the client may terminate the contract in compliance with this provision. Each party shall bear half of the additional transport costs caused by the return journey. The client shall bear any other additional costs.

§ 10 Withdrawal from the contract by the client

(1) In case of cancellation of the travel, the deadlines and charging regulations of the service provider are applicable. BTA shall immediately be notified of the travel cancellation in written form. Cancellation fees are immediately due for payment. In this context, BTA explicitly refers to the possibility of taking out a travel cancellation insurance or travel interruption insurance respectively in order to avoid cancellation fees. (2) In case of travel cancellation by the client prior to the first day of the travel, the following cancellation fees (indicated as %-values of the price of the travel contract) will be charged by BTA as service provider:

- up to 22 days prior to travel: no fees
- 21 to 15 days prior to travel: 25%
- 14 to 8 days prior to travel: 50%
- 7 to 1 day(s) prior to travel: 75%

The effective date for cancellation is the date when BTA receives a written notification of travel cancellation. (3) In case of cancellation on the date of arrival or in case of „no show“, the client is obligated to pay 90 percent of the travel price. Non-commencement of the travel without any explicit notification of travel cancellation („no show“) is considered as withdrawal from the travel contract. (4) In case of a client's termination of the travel after

the travel has started, cancellation fees of 100% will apply. In case the client refrains from making use of certain travel services, e.g. due to premature return journey or illness, due to reasons BTA cannot be held responsible for, the client is not entitled to claim any right for pro-rata reimbursement.

§ 11 Claims of the travel contract

(BTA as service provider/ tour operator) (1) In case of insufficient performance of travel services promised by the travel contract the client (traveller) shall be obligated to immediate and on-site notification about the deficiency a) towards the responsible service provider, and b) towards the tour guide or the person in charge indicated in the travel documents or towards the office leader of BTA. The service provider *must* be given the opportunity to remedy the deficiency within a reasonable period of time; otherwise the client is not entitled to claim reduction of the travel price. (2) The service providers and the tour guide are instructed by BTA to immediately find remedy if possible. They are, however, not entitled to admit any claims of the client. (3) In case of loss or damage of luggage the responsible transportation companies need to be notified immediately and on-site (e.g. at the airport with regard to flight luggage). The respective transportation company is obligated to issue a written confirmation; otherwise, the client might lose any rights for compensation. (4) In case the travel is seriously affected due to a travel deficiency the client has given notice of, and in case the client (traveller) cannot be expected to continue the travel for a significant and comprehensible reason, the client is entitled to terminate the contract. However, the termination of contract shall only be admissible if the traveller waited for a reasonable period appropriate to the deficiency and so remedial actions at least could have been taken.

§ 12 Limitation of liability

(1) The respective service providers are exclusively responsible for proper performance of the contractual travel services. BTA is not liable for any disturbances concerning services which were merely mediated as external services (*agency contract*). (2) The liability of BTA regarding any damages related to a contract concluded between BTA and the client in the broadest sense is, regardless of legal grounds, limited to the threefold value of services contractually agreed upon. This limitation of liability shall apply particularly in case BTA is solely held responsible for the fault of an instructed service provider. The limitation of liability shall not apply for damages

caused to life, body or health, or damages caused by BTA by wilful intent or gross negligence, or in case the limitation is legally inadmissible due to the applicable legislation of Albania. (3) BTA is not liable in case the client fails to notify BTA immediately about incorrect or missing travel documents (e.g. flight ticket which he had not received within an appropriate period of time. Acting as an intermediary agency, BTA is not liable for any change or cancellation of the travel package or service offered by the service provider.

§ 13 Limitation of liability in time

(1) The client is obligated to assert any claims related to the travel contract and/or the services provided by BTA, regardless of the legal grounds, within one month after the contractually stipulated date of return travel, against BTA directly and in written form. (2) Any claims of the client against BTA, regardless of the legal grounds, will expire one year after the claim arose. Any exceptions to the limitation of claims shall apply according to the respective applicable legislation of Albania. (3) The client is not entitled to assign any claims due to the reason for the travel to third parties, even not to spouses, regardless of the legal grounds. Furthermore, third parties are not entitled to assert those claims in court in their own name.

§ 14 Protection of data privacy

(1) BTA is committed to careful and sensitive handling of client data and active protection of such data from unauthorised access. BTA will only ask personal data of the client if necessary for the performance of the contract. (2) BTA will only forward booking information to the contractual partners and service providers if necessary for the execution of the travel. Personal data will not be forwarded to uninvolved third parties, provided that no obligations by law or public authorities are given and unless the client explicitly requests doing so.

§ 15 Place of jurisdiction

Exclusively Albanian law is applicable to the entire legal and contractual relationship. In case of any legal proceedings, the exclusive place of jurisdiction shall be a court nearby the seat of BTA in Albania, provided that this is not opposed by any other local statutory provisions.

§ 16 Severability clause

Should any of the provisions of these general terms and conditions be or become invalid or unenforceable, the remaining provisions of these general terms and conditions shall remain unaffected. *End of the general terms and conditions. Status of June 30, 2015*