Translation of the General Terms and Conditions of Green Tiger GmbH – Valid is only the German Version (https://www.green-tiger.de/agb/)

The following Terms and Conditions are valid with the travel contract concluded between the customer and the tour operator Green Tiger GmbH ("Green Tiger"). They supplement and fill out the statutory provisions of §§ 651 a - y BGB and Articles 250 and 252 of the EGBGB. This applies to all travel contracts concluded after July 1st, 2018.

1. Conclusion of the travel contract

1.1 By registering, the customer makes a binding offer to Green Tiger to conclude a travel contract based on the travel description, the information on the trip in question and these General Terms and Conditions. The registrant also registers for all participants listed in the registration, for whose contractual obligations the registrant is responsible as for his own obligations.

1.2 The travel contract comes into effect when Green Tiger accepts the registration, which does not require a special form. Upon or immediately after the conclusion of the contract, the tour operator will send the traveler a travel confirmation in accordance with the legal requirements on a durable medium, unless the traveler is entitled to a travel confirmation in paper form in accordance with Art. 250 Section 6 Paragraph 1 Sentence 2 EGBGB because the conclusion of the contract in simultaneous physical presence of both parties or outside of business premises.

If the content of the travel confirmation differs from the content of the registration, Green Tiger has made a new offer to which the tour operator is bound for 10 days. Within this period, the customer can accept the new offer, which can also be done by making the down payment, and the travel contract is concluded on the basis of this new offer.

1.3 It is pointed out that for all of the above-mentioned booking types, there is no right of cancellation for package travel contracts that were concluded in distance selling after the conclusion of the contract due to the legal provision of § 312 g Para. 2 Sentence 1 No. 9 BGB. However, withdrawal and termination of the contract are possible, taking into account the provision in Section 5.

2. Payment

has been given the security certificate with the name and contact details of the customer money insurer in a clear, understandable and highlighted manner.

2.2 After conclusion of the contract and receipt of the security certificate, a deposit of 20 percent of the total travel price is due, which is due and payable immediately. The deposit will be added to the travel price.

2.3 The remaining payment on the travel price is due 21 days before the start of the trip and must be paid when it is certain that the trip will take place, in particular that the organizer can no longer cancel it according to Section 6. It must have been received by the tour operator unsolicited. Decisive for the timeliness of the payment is its credit to the tour operator. In the case of short-term bookings, ie if there are less than 21 days between the day of booking and the start of the trip, the total travel price is due immediately after receipt of the security certificate and must be paid to the tour operator.

2.4 If the travel price due is not paid by the customer despite a reminder and a reasonable deadline for payment, Green Tiger can withdraw from the contract and charge the customer for the cancellation costs, which are based on Section 5.2.

3. Services, price change before conclusion of contract

The scope and type of the services contractually owed by Green Tiger result from the service description in the specific travel description in connection with the individual booking confirmation. If an individual itinerary is put together at the request of the customer, the obligation to perform and the price of the tour operator result exclusively from the corresponding specific offer to the customer and the respective booking confirmation.

4. Changes in service and price after conclusion of the contract

4.1 Changes to essential travel services that become necessary after the conclusion of the contract and that are not brought about by Green Tiger in bad faith are only permitted if the changes are not significant and do not affect the overall design of the booked trip.

4.2 Green Tiger reserves the right to change the price agreed in the travel contract as follows in the event of an increase in the costs specified by law, such as kerosene price, foreign exchange costs and taxes or the charges for certain services, such as port or airport fees:

4.2.1 In the event of an increase related to the seat, the tour operator can demand the increased amount from the traveler.

, the additional transport costs required by the transport company per means of transport are divided by the number of seats on the agreed means of transport. The tour operator can demand the resulting increased amount for the single seat from the traveller.

If the charges existing at the time of the conclusion of the travel contract, such as port or airport fees, are increased towards the tour operator, the travel price can be increased by the corresponding proportionate amount. A price increase that is requested from the 20th day before the agreed travel date is ineffective.

4.3 In the event of a price increase of more than 8% or notification of a significant change in an essential travel service, the customer can withdraw from the travel contract free of charge or request participation in another trip of at least equal value if the tour operator is able to organize such a trip without To offer the traveler a

surcharge from his offer. In the first case, the organizer will refund the payments made to him immediately. The customer must assert these rights immediately after receipt of the declaration by the tour operator about the change in the travel service. The notified price change is considered accepted if the traveler does not respond or does not respond within the period set by Green Tiger.

4.4 Since the contract provides for the possibility of an increase in the travel price under 4.2, the customer can request a reduction in the travel price if the factors mentioned (prices for fuel or other energy sources, duties/taxes or exchange rates) have changed after the conclusion of the contract and before the start of the trip and this leading to lower costs at Green Tiger. Green Tiger may deduct the administrative costs actually incurred from the amount to be reimbursed.

5. Withdrawal by the customer, rebooking, substitute persons

5.1 The customer can withdraw from the trip at any time before the start of the trip. The receipt of the declaration of withdrawal by Green Tiger is decisive. The customer is recommended to declare the cancellation in writing.

5.2 If the customer withdraws from the travel contract, Green Tiger can demand reasonable compensation for the travel arrangements made and for their expenses, insofar as the cancellation is not the responsibility of the tour operator or extraordinary circumstances occur at the destination or in its immediate vicinity that make the implementation of the tour impossible significantly impair the journey or the transport of persons to the destination. Circumstances are unavoidable and extraordinary if they are not under the control of the tour operator and their consequences could not have been avoided even if all reasonable precautions had been taken. The amount of compensation is determined according to the travel price less the value of the expenses usually saved by the tour operator and what they can acquire through other possible alternative uses of the travel services. Green Tiger can calculate this claim concretely or as a lump sum at its discretion. Green Tiger may request a lump sum compensation depending on the time of cancellation of the traveler as follows:

For individual trips, group trips:

- up to 31 days before departure 20% of the travel price
- from the 30th day to the 22nd day before departure 30% of the travel price
- from the 21st day to the 14th day before departure 40% of the travel price
- from the 13th day to the 8th day before departure 50% of the travel price
- from the 7th day before departure 90% of the travel price

For river cruises:

- up to 92 days before departure 15% of the travel price
- From the 91st day to the 42nd day before departure, 45% of the travel price
- 80% of the travel price from the 41st day to the 11th day before departure
- 90% of the travel price from the 10th day before departure

For flights:

Unless explicitly stated otherwise, Green Tiger does not organize flights, only mediates them. Depending on the flight tariff selected, the general terms and conditions of the respective airline apply, insofar as these were effectively used as a basis for the contract. Deviating from these terms and conditions, other payment, rebooking and cancellation conditions apply to the flights. In particular, it should be noted that the cancellation costs can amount to up to 100% of the flight price.

5.3 The customer is always free to prove that Green Tiger has not suffered any damage or has suffered only a significantly lower amount than the lump sum. Instead of the respective lump sums, Green Tiger can demand a higher, specific compensation, provided that it can prove that it has incurred significantly higher expenses than the applicable lump sum and that it specifically quantifies the compensation demanded, taking into account the expenses saved and any other use of the travel services and can prove.

5. 4 The customer has no legal claim to rebooking. However, Green Tiger will endeavor to e.g. B. to make changes to the travel date, destination, place of departure, accommodation or mode of transport, insofar as this is still possible. Green Tiger can charge a rebooking fee of up to 25 euros per rebooking process. Rebookings are only possible up to the 20th day before departure. After that, changes are only possible after prior withdrawal from the travel contract under the aforementioned conditions and with simultaneous re-registration by the customer. The customer can prove at any time that no damage or only less damage than the above flat rate was caused by the rebooking.

5.5 If the customer is unable to start the trip, he has the option of appointing a replacement person before the start of the trip, who will assume the rights and obligations under the travel contract in his place and whom he must notify Green Tiger of beforehand. Green Tiger reserves the right to reject this person if they do not meet the special requirements of the trip or their inclusion is not possible for organizational reasons or their participation is contrary to legal regulations or official orders. The substitute entering into the contract and the original traveler are jointly and severally liable to Green Tiger for the travel price and all additional costs incurred through the entry of the third party.

6. Withdrawal and termination by the tour operator

6.1 Green Tiger can withdraw from the contract if the minimum number of participants is not reached if it has expressly stated and quantified the minimum number of participants in the respective travel description in the brochure and stated the latest time by which the declaration of withdrawal must have been received by the traveler before the contractually agreed start of the trip, and she also states the minimum number of participants and the latest cancellation period in the travel confirmation and has referred to the information in the travel description there. Green Tiger can withdraw from the customer up to three weeks before the agreed start of the journey. Payments made on the travel price will be refunded to the customer immediately.

6.2 If, despite a corresponding warning from Green Tiger, the traveler continues to be a nuisance or if he behaves in breach of contract to such an extent that it is unreasonable to continue the contractual relationship with him until the agreed termination or the expiry of a period of notice, or otherwise seriously breaches the contract, the tour operator may, without compliance cancel the travel contract within a period of time. The tour operator retains the right to the travel price less saved expenses and any reimbursements made by service providers or similar advantages that he obtains from the other use of the unused service. Any additional costs for the return transport are borne by the disruptor himself.

7. Customer obligations, remedy, setting a deadline before termination by the customer, exclusion of claims, notification of luggage loss and delay

7.1 The customer must immediately notify the local tour guide or the address/telephone number given below of any defects that occur on the trip and request a remedy there within a reasonable period of time . If the customer culpably fails to report a defect, the travel price will not be reduced. Green Tiger can refuse the remedy if it requires disproportionate effort. Green Tiger can remedy the situation by providing a substitute service of equal or higher value.

7.2 If a trip is significantly impaired as a result of a defect and Green Tiger does not remedy the situation within a reasonable period of time to be set by the customer for the remedy, the customer can terminate the travel contract within the framework of the statutory provisions, whereby a written declaration is recommended for reasons of proof. The customer does not need to set a deadline if the remedy is impossible or is refused by Green Tiger or if the immediate termination is justified by a special interest of the traveler.

7.3 The customer is obliged to cooperate in the event of disruptions to performance within the framework of the statutory provisions on the obligation to mitigate damage, to avoid any damage or to minimize it.

7.4 Warranty claims under the travel contract must be asserted against Green Tiger at the address given below within 2 years of the contractually agreed end of the trip. After the 2-year period has expired, the traveler can only assert claims if he was prevented from complying with the period through no fault of his own or if the claims are tortious.

7.5 Baggage damage, delayed delivery of baggage or loss of baggage must be reported within 7 days in the case of baggage loss and within 21 days in the case of baggage delay after the baggage has been handed over, regardless of this, for claims under international conventions. It is recommended that the damage report be submitted to the responsible airline immediately on the spot raise. Likewise, the loss, damage or misdirection of luggage must be reported to the local tour guide or Green Tiger if contractual warranty claims are to be asserted.

8. Unused Services

If the traveler does not use individual travel services that Green Tiger has duly offered to him due to early return, illness or other reasons for which he is responsible, there is no entitlement to a pro rata refund of the travel price. However, Green Tiger will seek reimbursement from the service providers for the expenses saved.

9. Obligation to assist

Green Tiger refers to the duty of assistance according to § 651 q BGB, according to which the traveler in the case of § 651 k paragraph 4 BGB or for other reasons in difficulties must be guaranteed immediate and appropriate assistance, in particular by providing suitable information about health services, authorities Location and consular assistance , assistance in establishing long-distance communications links, and assistance in finding other travel options. Section 651k, Paragraph 3 of the German Civil Code remains unaffected.

10. Limitations of Liability

10.1 Green Tiger's contractual liability for damage that is not bodily harm is limited to three times the travel price per trip and customer, insofar as damage is not caused intentionally or through gross negligence or insofar as Green Tiger is responsible for damage incurred by the customer solely because of fault a service provider is responsible. Claims that may go beyond this under international agreements or statutory provisions based on such remain unaffected by the restriction.

10.2 The tour operator is not liable for service disruptions, personal injury and damage to property in connection with services that are only brokered as third-party services if these services have been expressly identified as third-party services in the travel description and travel confirmation, stating the identity and address of the

brokered contractual partner that the traveler can see that they are not part of the tour operator's package tour and that they have been selected separately. Sections 651 b, 651 c, 651 w and 651 y BGB remain unaffected by this.

11. Obligation to provide information about the identity of the operating air carrier

According to EU Regulation No. 2111/05, the tour operator is obliged to inform the customer at the time of booking about the identity of the respective air carrier for all air transport services to be provided as part of the booked trip. If the operating airline(s) is/are not determined at this time, Green Tiger must name the airline(s) that will probably carry out the carriage and ensure that the customer is informed of the identity as soon as this is determined. The same applies if the identity changes. The EU Black List is available on the website https://ec.europa.eu/transport/modes/air/safety/air-ban_de and can be viewed on the Green Tiger website.

12. Passport and visa requirements, sanitary regulations

12.1 Green Tiger informs customers about the general provisions of passport, visa and health regulations of the country of destination, including the deadlines for obtaining any visas that may be necessary, before the contract is concluded and about any changes to them before the start of the trip.

12.2 The customer is responsible for compliance with all regulations important for the implementation of the trip. All disadvantages arising from non-compliance with these regulations are at his expense, unless the tour operator has not fulfilled his obligation to provide information through fault. In particular, customs and currency regulations abroad must be observed.

12.3 The customer must ensure that his or her passport or identity card is sufficiently valid for the trip.

12.4 If the customer has commissioned Green Tiger to apply for official documents for him, such as a visa, Green Tiger is not liable for the timely issue of these documents by German or foreign authorities, but only if they violate their own obligations and even the delay has owed.

12.5 The traveler should find out about infection and vaccination protection as well as other prophylactic measures in good time; if necessary, medical advice should be obtained. Reference is made to general information, in particular from the health authorities, travel medicine information services or the Federal Center for Health Education.

13. Privacy

The protection of the personal data of Green Tiger's travel customers is maintained. Green Tiger's detailed data protection regulations and the corresponding rights of the travel customer can be found at: http://www.green-tiger.de/datenschutz.

14. Miscellaneous

15.1 The invalidity of individual provisions of these General Terms and Conditions does not result in the invalidity of the entire travel contract. German law applies exclusively to the entire contractual and legal relationship between the customer and Green Tiger, with the proviso that if the customer has his usual place of business abroad according to Art. 6 Para. 2 of the Rome Ordinance - I also the protection of mandatory provisions of the law that would apply in the absence of this clause.

14.2 The tour operator can sue the customer at his place of residence. If the customer is a merchant or a legal entity under private or public law or a person who has their domicile or habitual abode abroad, or whose domicile or habitual abode is not known at the time the action is filed, Green Tiger's registered office is agreed as the place of jurisdiction .

14.3 Green Tiger does not take part in a dispute settlement procedure before a consumer arbitration board and is not obliged to participate in such a procedure. There is no internal complaints procedure.

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