

General Terms and Conditions:

Art. 1. Contract

With the confirmation of a written, verbal or personal booking, and at the latest on receipt of payment of the invoice or part there-of, a contract between the client and Himalaya Trekking, GmbH, (here-after referred to as Himalaya Trekking), comes into effect to which the following general terms and conditions apply and are thus accepted by the client. With regard to third party providers, such as flight bookings, etc., Himalaya Trekking merely acts as brokers and the third party's respective terms and conditions apply.

Art. 2. Conditions of Payment

2.1. Deposit:

Upon booking, a deposit is due and payable in accordance with the detailed invoice. Final payment of the full invoice is due latest 30 days before departure. To secure ticket prices, immediate payment on booking is required to avoid the possibility of flight ticket price increases which are for the account of the client.

2.2. Late Payment:

If payment is not received by the due date, Himalaya Trekking reserves the right to annul the reservation, which will result in annulations costs as defined in Art. 5.

2.3. Last-Minute Booking:

If the trip is booked less than four weeks prior to departure, the total invoiced amount is due and payable on presentation.

Art. 3. Price changes:

3.1. Under the following circumstances Himalaya Trekking is entitled to alter the advertised or confirmed prices:

Change in tariff by transportation companies, (i.e. fuel tax increase, etc.), new or increased fees and taxes, (i.e. value added tax (VAT), airport tax, security fees, trekking permits, etc.), as well as exchange rate fluctuations.

3.2. Should the price increase amount to more than 10% of the invoice total, the client has the right to withdraw from the contract within 5 days of receipt of the notification, in writing. The client will in this case be refunded the amount paid in

full. Any other claims are excluded. If the client does not respond in writing within this time limit, the new terms apply.

Art. 4. Re-booking:

There is no charge levied by Himalaya Trekking for any re-booking before the tickets and travel documents are paid or issued. After the tickets and travel documents have been issued, re-bookings are treated as annulations, as the documents and tickets have to be re-issued. In such cases the annulation cost or travel costs as reflected on the invoice, apply.

Art. 5. Annulation:

As an annulation generates additional expenses for Himalaya Trekking as well as additional charges from airlines, transport companies and other service providers, it must be submitted in writing. In the case of an annulation, the following flat rate compensations are charged by Himalaya Trekking.

5.1. Flight costs:

The full annulation costs as per the respective airline and travel agency will be invoiced to the client.

5.2. All other costs:

30 - 60 days prior to departure 30%

29 - 11 days prior to departure 50%

10 - 1 days prior to departure 100%

Art. 6. Annulation by Himalaya Trekking:

A short-notice annulation due to an act of God, political turmoil, strikes, catastrophies, etc., for security reasons, by Himalaya Trekking is possible. In such a case, Himalaya Trekking will offer the client a comparable alternative, (such as trekking in another region, etc.) Should the client not accept this offer, he/she will be fully reimbursed. In the case of a premature discontinuation of the trip, the unused expenses will be refunded. Any other claims are excluded.

Art. 7. Unclaimed Services:

Should the client not make use of any services due to prematurely ending his/her trip due to personal reasons or illness, no refund claim, proportional or otherwise, will be entertained.

Art. 8. Loss of Travel documents:

The client is advised to make a note of all ticket numbers, copies of the airline tickets and any other travel documents. Himalaya Trekking assumes no liability for possible ticket or document loss.

Art. 9. Insurance:

The client must ensure that he/she has adequate annulations, return trip, health, accident and any other required insurance cover. Himalaya Trekking advises the client to also acquire SOS return insurance cover, and are available for assistance.

Art. 10. Passport, Visa, Immunization:

The client is responsible for the compliance with all passport, visa, customs, foreign currency and immunization regulations, as well as obtaining the necessary documents. Himalaya Trekking is available to advise on these matters.

Art. 11. Complaints:

11.1. The client is obliged to immediately report any shortcomings by the tour-guide or any service provider. Corrective measures can be demanded free of charge, only as far as it is possible considering circumstances and available time, and are not disproportionate to the original offer. If the complaint cannot be resolved, the client must request a written confirmation of the complaint and the situation.

11.2. Complaints and possible compensation claims must be submitted in writing to Himalaya Trekking within four weeks of return, otherwise all claims are forfeited.

11.3. Damages to or loss of baggage are the responsibility of the transportation company, and must immediately be submitted to them.

Art. 12. Liability:

12.1. Himalaya Trekking's liability is limited in accordance with the "Schweiz. Pauschalreisegesetz", Art. 14 - 16.

12.2. Himalaya Trekking's liability is limited to International treaties and national law restrictions with regard to compensations for damage, unfulfilled or inadequately fulfilled obligations according to the contract, particularly to those pertaining to international flights and transport.

12.3. Compensation claims for damage, due to clients negligence, unforeseeable or unavoidable actions by a third party or an act of God, or any damage incurred, despite due care by Himalaya Trekking or a service provider, are excluded.

12.4. All hikes, expeditions, rafting tours, jungle safaris and other activities that involve special risks are taken at the client's own risk.

12.5. Himalaya Trekking declines any liability for any bookings, activities or excursions during the duration of the contract that were not organized or arranged by them.

13. Himalaya Trekking's domicile is the canton of Schaffhausen, and any claims or litigation is in accordance with the Swiss Law as practised in Switzerland.

16.01.2013