

General Terms and Conditions of Contract and Travel

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1. Conclusion of Contract

1.1. The contract between you and Fibula GmbH is concluded with the unconditional acceptance of your written, telephone, or personal registration at your booking office. From this point on, the rights and obligations arising from the contract (including these general terms and conditions of contract and travel) become effective for you and Fibula GmbH.

2. Prices and Payment Terms

2.1. Deposit Upon the unconditional acceptance of your booking by the booking office, a deposit of 20% is payable for all types of travel. If the booking office does not receive the deposits on time, Fibula GmbH may refuse the travel services and claim cancellation costs in accordance with Section 3.2. et seq.

2.2. Final Payment

Payment for the remaining tour price must be received by the booking office no later than 21 days before departure. If payment is not made on time, Fibula GmbH can refuse the travel services and claim cancellation costs according to Section 3.2. et seq. Unless otherwise agreed, travel documents will be handed over or sent to you after receipt of your payment for the entire invoice amount.

2.3. Short-notice and Dynamic Bookings

If you book your trip less than 21 days before departure or book via dynamic packaging (daily updated pricing), the entire invoice amount must be paid immediately.

2.4. Booking Office Fees for Consultation and Reservation

We would like to point out that your booking office may charge additional fees for consultation and reservation in accordance with the guidelines of the Swiss Travel Federation, in addition to the prices mentioned in the brochure or on the website.

2.5. Default

Invoices are payable within 14 days of receipt. Default occurs after this period expires without further notice. Once in default, Fibula GmbH is entitled to charge a fee of CHF 30 for each reminder until the outstanding amounts are settled. The debtor must pay default interest of 5% on the invoice amount due for payment.

3. Change of Registration, Travel Program, or Cancellation by the Customer 3.1. General If you cancel the trip or wish to change or rebook the booked trip, you must notify your booking office personally or by registered letter. Any travel documents already received must be returned to the booking office at the same time.

3.2. Processing Fee

In the event of a cancellation, change, or rebooking of your trip, a processing fee of CHF 50 per person per order, up to a maximum of CHF 120, will be charged. These processing fees are not covered by any existing cancellation insurance.

3.3. Cancellation Costs

If you cancel the trip before departure or wish to make any changes or rebookings, the following cancellation costs will be charged in addition to the processing fees (Section 3.2):

- a) up to 30 days before departure: 10% of the travel price
- b) from 29 to 15 days before departure: 30% of the travel price
- c) from 14 to 8 days before departure: 50% of the travel price

- d) from 7 to 1 day(s) before departure: 80% of the travel price
- e) on the day of departure or in case of a no-show: 100% of the travel price

Cancellation of group bookings (trips with special prices, special offers, and group-discounted bookings), including partial cancellations, is subject to special conditions and is staggered as follows:

- a) up to 30 days before departure: 50% of the travel price
- b) from 29 to 22 days before departure: 70% of the travel price
- c) from 21 to 8 days before departure: 90% of the travel price
- d) from 7 days up to the day of departure or in case of a no-show: 100% of the travel price

The cancellation costs do not include the costs for any insurance taken out.

3.4. Flat-rate cancellation fees as a percentage of the travel price for hotel-only bookings:

- a) up to 29 days before departure: 25% of the hotel price
- b) from 28 to 15 days before departure: 40% of the hotel price
- c) from 14 to 1 day before departure: 60% of the hotel price
- d) on the day of departure, in case of a no-show, and for dynamically booked or explicitly non-refundable hotel services at the time of booking: 100% of the hotel price, but at least CHF 60 per person.

The cancellation costs do not include the costs for any travel insurance taken out.

3.5. You remain free to prove to Fibula GmbH that no costs or significantly lower costs were incurred in connection with the cancellation or non-commencement of the trip than the flat rate demanded by Fibula GmbH.

3.6. If the trip was put together at the customer's request according to the "Dynamic Packaging" principle, special prices from the individual service providers (airlines and hotels) are used, which are fundamentally non-refundable. For this reason, the following differing cancellation costs apply:

- a) for flight package tours and flight-only reservations from the day of booking or in the event of a no-show on the day of departure: 100% of the travel price. Furthermore, it is not possible to change the travel dates with regard to the travel date, destination, mode of transport, and/or departure airport. The possibility of replacement by a third party must be requested from Fibula GmbH on a case-by-case basis. If replacement is possible, Fibula GmbH will charge the customer for the additional costs incurred by the respective service provider(s).

4. Changes to Brochure Descriptions, Price Changes, Changes in the Transport Sector 4.1. Changes before the conclusion of the contract Fibula GmbH expressly reserves the right to change brochure details, website prices, service descriptions, and prices in the brochures and on the price list before your booking. Should this be the case, your booking office will inform you of this change prior to the conclusion of the contract.

4.2. Price changes after the conclusion of the contract

In exceptional cases, it is possible that the agreed price must be increased. Price increases can result from:

- a) subsequent increases in transport costs (including fuel surcharges)

- b) if incorrect prices of services and package deals were published due to system-related reasons, Fibula GmbH can invoice the customer for the price difference or cancel the service, in which case the money already paid will be refunded.
- c) newly introduced or increased government levies or fees (such as airport taxes, landing fees, embarkation and disembarkation fees, etc.)
- d) exchange rate fluctuations or
- e) government-decreed price increases (e.g., VAT). If the costs of these travel services increase, they may be passed on to you. The travel price will increase accordingly. Fibula GmbH will implement the price increase no later than 21 days before departure. If the price increase is more than 5 percent, you are entitled to the rights mentioned in Section 4.4.

4.3. Program changes, changes in the transport sector after your booking and before departure Fibula GmbH reserves the right, also in your interest, to change the travel program or individual agreed services (e.g., accommodation, transport, means of transport, airlines, flight times, etc.) if unforeseeable or unavoidable circumstances require it. Fibula GmbH endeavors to offer you equivalent alternative services. Fibula GmbH will inform you as soon as possible about such changes and their impact on the costs.

4.4. Your rights if the travel price is increased, program changes are made, or changes in the transport sector occur after the conclusion of the contract If the program change or the change of individual agreed services leads to a significant change in an essential point of the contract, or if the price increase is more than 5 percent, you have the following rights:

- a) You can accept the contract change;
- b) You can withdraw from the contract in writing within 5 days of receiving our notification, and you will receive a prompt refund of the travel price already paid; or
- c) You can notify us in writing within 5 days of receiving our notification that you wish to participate in an equivalent alternative trip proposed by us. We will endeavor to offer you such a trip. If the alternative trip is cheaper, the price difference will be refunded to you. If the alternative trip is more expensive, the originally agreed price must be paid. If you do not send us a notification according to letters b) or c), you agree to the price increase, program change, or change of individual agreed services (the 5-day deadline is met if you hand over your notification to the post office on the 5th day).

4.5. If the trip was put together at the customer's request according to the "Dynamic Packaging" principle, the price may differ from the catalog description.

5. Withdrawal and Cancellation by Fibula GmbH

In the following cases, Fibula GmbH can withdraw from the travel contract before the start of the journey or cancel the travel contract after the journey has begun:

5.1. Without observing a notice period

If the traveler persistently disrupts the execution of the trip despite a warning from Fibula GmbH, or if they behave in a way contrary to the contract to such an extent that the immediate cancellation of the contract is justified. In this case, Fibula GmbH retains the right to the travel price, minus the value of the saved expenses and any advantages obtained from an alternative use of the unused service, including the amounts credited by the service providers.

5.2. Up to 2 weeks before departure

If an advertised or officially stipulated minimum number of participants is not reached, provided that Fibula GmbH has explicitly referred to the minimum number of participants required for the trip in the description of the trip (brochure/catalog). The customer will promptly receive a refund of the travel price paid.

5.3. Up to 4 weeks before departure

If, after exhausting all possibilities, it is not reasonable for Fibula GmbH to carry out the trip because the booking volume for this trip is so low that the costs incurred by Fibula GmbH in the event of the trip being carried out would mean exceeding the economic sacrifice limit in relation to this trip. However, a right of withdrawal by Fibula GmbH only exists if Fibula GmbH is not responsible for the circumstances leading to the withdrawal, can prove the circumstances leading to the withdrawal, and has submitted a comparable alternative offer to the customer. If the trip is canceled for this reason, the customer will promptly receive a refund of the travel price paid. In addition, their booking expenses will be reimbursed as a lump sum, provided they do not make use of a replacement offer from Fibula GmbH.

6. Changes to the Program

Fibula GmbH reserves the right, also in your interest, to change the travel program or individual agreed services (e.g., accommodation, mode of transport, means of transport, airlines, aircraft types, or times, etc.) if unforeseen circumstances require this. However, Fibula GmbH will endeavor to provide equivalent alternative services.

7. You start the trip but cannot complete it

If you end the trip prematurely for any reason, the price for the travel arrangement cannot be refunded to you. Any unused services will be refunded to you, provided they are not charged to Fibula GmbH. In urgent cases (e.g., in the event of your own illness or accident, severe illness, or death of a close person), the Fibula GmbH tour guide, the local Fibula GmbH representative, or the service provider will assist you as far as possible in organizing your premature return journey. In this context, please also note the possibility of taking out return travel cost insurance, which is not included in the travel price. You can find out more upon request at your booking office.

8. Complaints

8.1. Complaints and Remedial Procedures If the trip does not comply with the contractual agreement or if you suffer damages, you are entitled and obliged to immediately report this defect or damage to the Fibula GmbH tour guide, the local Fibula GmbH representative, or the service provider and demand a remedy free of charge.

8.2. The tour guide, the local Fibula GmbH representative, or the service provider will endeavor to provide a remedy within a reasonable period during the trip. If no remedy is provided during the trip and within a reasonable time, if a remedy is not possible, or if it is insufficient, you must obtain written confirmation of the reported defects or damage and the failure to provide a remedy from the tour guide, the local Fibula GmbH representative, or the service provider. The tour guide, the local Fibula GmbH representative, or the service provider is obliged to record the facts and your complaint in writing. However, they are not authorized to acknowledge any claims for damages and the like. The written recording of the facts and your complaints does not under any circumstances constitute an acknowledgment of the events described therein by Fibula GmbH.

8.3. If no remedy is provided during the trip and within a reasonable time, and if it is not a minor defect, you are entitled to

arrange for a remedy yourself. The costs incurred will be reimbursed to you by Fibula GmbH within the framework of the originally agreed trip (hotel category, means of transport, etc.) and upon presentation of receipts, provided you have reported the defect and requested written confirmation (Sections 8.1 and 8.2) (for the amount of this compensation for damages, see Section 9).

8.4. If luggage is lost or damaged during air travel, you must file a Property Irregularity Report (P.I.R.) on the spot with the airline that carried out the transport. According to the airlines' conditions of carriage, the damage report is usually a prerequisite for enforcing any claims. Fibula GmbH accepts no liability for the loss of or damage to valuables or money in checked luggage. The relevant international regulations of the respective airlines apply here.

8.5. How to assert your claim against Fibula GmbH

If you wish to assert claims for defects, refunds, or damages against Fibula GmbH, you must submit your complaint in writing to Fibula GmbH within 30 days of your return. Your complaint must be accompanied by the confirmation from the tour guide, the local Fibula GmbH representative, or the service provider, as well as any evidence.

9. Liability

9.1. Fibula GmbH cannot be held responsible in any way for accidents of any kind and their consequences, injuries, delays, irregularities, damage to persons and property, changes in flight schedules, changes in round-trip programs, and the like.

10. Reconfirmation of Flight Tickets

10.1. For unaccompanied trips, you are responsible for reconfirming your return flight. Please refer to your travel documents for the necessary information. Failure to reconfirm may lead to the loss of the right to transport; any additional costs incurred will be at your expense.

11. Passport, Visa, and Health Regulations

Fibula GmbH is not obliged to inform customers about the passport, visa, and health regulations of the destination country. Travelers are responsible for informing themselves about such regulations (e.g., obtaining and carrying the officially required travel documents, visas, any required vaccinations, as well as compliance with customs and foreign exchange regulations). All disadvantages, in particular the payment of cancellation costs resulting from non-compliance, are at the expense of the traveler, except if they are caused by culpable misinformation or non-information on the part of Fibula GmbH. The information applies to citizens of Switzerland, provided they are in possession of a valid passport or identity card. Citizens of other states should contact the relevant consulate for information.

12. Ombudsman

12.1. Before taking legal action, you should contact the independent Ombudsman for the travel industry. The Ombudsman strives to achieve a fair and balanced agreement for any type of problem between you and Fibula GmbH or the travel agency where you booked the trip.

12.2. The address of the Ombudsman is:

Ombudsman of the Swiss Travel Industry P.O. Box CH 8038 Zurich Phone: +41 (0)44 485 45 35 Email: info@ombudsman-touristik.ch

13. Applicable Law and Jurisdiction

13.1. Swiss law applies to the legal relationship between you and Fibula GmbH. 13.2. Lawsuits against Fibula GmbH can only be

brought at its registered office in the city of Zurich, unless other mandatory statutory provisions take precedence. Valid as of the time of printing: May 15, 2024.