

GENERAL TERMS AND CONDITIONS AIRTRADE

Airtrade Travel Services

Airtrade Travel Services ('Airtrade') is a trade name of Airtrade Holland B.V. For the purpose of this agreement, Airtrade Travel Services will exclusively act as a mediator between you ('Client') and the executive service provider (Airline) in the conclusion of an air transport agreement between you and the airline. Airtrade is an IATA-accredited agent (www.iata.org) and may issue Airline Tickets on behalf of Airline Companies, is also a member of the ANVR (General Dutch Association of Travel Companies - www.anvr.nl) and is affiliated with SGR as a participant (Stichting Garantiefonds Reisgelden - www.sgr.nl).

Diakenhuisweg 7
2033 AP Haarlem
The Netherlands
0900 - 7787787
ats@airtrade.nl
Chamber of Commerce no.: 22348489
VAT no.: NL8020.76.270.B01

Introduction

Airtrade is a service provider and mediates in the conclusion of agreements in the field of Airline Tickets. Airtrade itself is not a party involved in the implementation of the air transport agreement. Through our Website, you (the Client) book one or more Airline Tickets for yourself and/or your Fellow Travellers.

Through this booking on the Website of Airtrade, an agreement is concluded between the Client and the Service Provider selected by the Client. Airtrade is explicitly not a party involved in the final agreement.

As an intermediary or mediator, Airtrade is not liable for the correct execution of the Services booked through the Airtrade Website, nor can Airtrade guarantee the quality or reliability of the reserved and/or performed Services and/or a good connection between the various parts of the reserved Services. The conditions of the Service Provider(s) involved apply to the reserved Services. These conditions can be requested from the relevant service provider or viewed at www.anvr.nl/vervoersvoorwaarden.

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Article 1 - Which terms and conditions apply to your booking:

In addition to the ANVR Terms for single travel services, these General Terms and Conditions apply, as well as the conditions of the relevant Service Provider(s). These can be found on the Website(s) of the relevant Service Provider(s):

- The transport and ticket conditions of the Airline you have booked with. The transport conditions of the relevant Airline can be consulted on the ANVR website (www.anvr.nl/vervoeringsvoorwaarden).

- **Airline Ticket Guarantee:** the general terms and conditions of Unigarant.

- **Travel and/or cancellation insurance:** the general terms and conditions of Europeesche.

Article 2 - The Order in general

In addition to the ANVR Booking Terms for single travel services, the following conditions apply:

1. In order to make a booking, you must be at least 18 years of age or older and be otherwise legally competent to make a booking. If you are not 18 years of age or not legally competent, you are not authorised to make a booking and/or agree with these General Terms and Conditions. In that case, Airtrade has the right to consider the Order Agreement as never concluded and/or to destroy it.
2. When the Client makes a booking for several persons, by giving the Order, the Client declares that they are explicitly authorised to accept these General Terms and Conditions on behalf of themselves and on behalf of all members ('Travellers') of the group.
3. Respecting article 2.2, the Client who makes a booking for a minor Traveller travelling alone without being accompanied by an adult (Unaccompanied Minor), declares to accept possible additional expenditures for the accompanying of the minor Traveller by the Service Provider.
4. The agreement is final for Airtrade only when the Client has confirmed and paid for the booking on the Website, and at the same time has agreed to the General Terms and Conditions that apply to the agreement, as well as the applicable terms and conditions of the relevant Service Provider. As long as payment has not been made, the Airline Ticket cannot be issued and the airline ticket price may still change.
5. After the finalisation of the booking, it is no longer possible to invoke any right of withdrawal, since the right of withdrawal does not apply to services for accommodation, transport and leisure activities. This means that the agreement cannot be terminated without incurring costs (see the articles on cancelling and changing).
6. You remain responsible at all times for providing the correct information necessary for establishing and executing a correct booking. This concerns, for example, the provision of the correct name and first name, address, email address, place of residence, date of birth, nationality and the like. You must also ensure that any other Travellers for whom you have booked are aware of all information, including information about the applicable conditions, documentation and other communication between Airtrade and you. All information provided to you by Airtrade will be considered as also having been provided to the other Travellers for whom the booking was made. Rectifying incorrectly supplied information or changing information in the interim involves charges.
7. In general, the (booking) confirmation, Airline ticket and invoice will be able to be emailed to the Client immediately, in which case this confirmation will serve as proof of the Agreement described in the confirmation.
8. In the event that the Order Confirmation cannot be emailed immediately and is mailed by Airtrade afterwards, the Client may lodge a complaint within two business days after receipt, failing which the confirmation will serve as proof of the existence and content of the agreement. This would not prejudice the possibility for the Client to provide evidence to the contrary.
9. The Client is fully liable towards Airtrade, as well as towards the Service Provider, for the obligations arising from the service provided by Airtrade.
10. The booking or mediation fees charged for the Order by Airtrade are not refundable in the event of cancellation by the Client and/or Service Provider, with the exception of cases of force majeure determined by Airtrade.

Article 3 - Payment

In addition to article 4 of the ANVR Booking Terms for single travel services, the following conditions apply:

1. The amounts due must be paid to Airtrade and transferred to Airtrade's bank account and/or confirmed by the Payment Service Provider prior to the issuing and sending of the Airline Ticket(s) and within the payment term indicated by Airtrade on their Website. If necessary, Airtrade Holland B.V. is authorised to collect the amounts owed by the Client in the name of and on behalf of the relevant Service Provider(s).
2. If the payment is not made or is not made on time, Airtrade will act in accordance with the provisions of the ANVR Booking Terms (article 4) and will suspend issuing the Airline Ticket until payment has been made. Article 2 paragraph 3 applies mutatis mutandis and Airtrade will send the Client a payment reminder in which Airtrade gives the client another 14 days to pay. If, after that, payment is still not made, the traveller is in default and the Agreement will be deemed to have been cancelled, unless the terms and conditions of the Service Provider(s) involved permit otherwise and the deviating payment condition has been agreed to with the Client.
3. If the Client wishes to re-book the relevant Service(s), the Client must take into account that availability, rates and conditions may have changed.

Article 4 - Rates

1. The prices of Airline Tickets displayed on the Website and on the (booking) confirmation and/or invoice are made up of a fare per person plus the airport tax due and applicable surcharges. During the booking process, the price and availability will be checked again when the Client makes their selections, which means that prices may still change when the final booking is made.
2. Airport taxes are dependent on the chosen Airline, the flight path and the airports where you have to change during a journey. Security and/or fuel surcharges are made mandatory by Airlines and other third parties.
3. Prices of Airline Tickets may be increased by the Service Provider between your booking date and departure date. Airport taxes may sometimes also be increased (considerably). In addition, Airline tickets are sometimes subject to currency fluctuations, for example with domestic flights. All additional costs of your Airline tickets will be charged to you. Airtrade will always try to inform you of rate increases in time but cannot guarantee this.
4. In addition to mediation fees, Airtrade may charge additional fees relating to the handling and processing of the booking.
5. Airlines may charge additional fees, including for non-online check-in or checked-in luggage. Airlines may also charge surcharges for i.a. consumptions on board. The Airline may also charge additional fees for preferred meals and seats. The Traveller is responsible for requesting information on additional surcharges that the Airline charges. Airports may charge an additional departure tax locally. This departure tax is unrelated to the Airline Ticket booked by the Client and is charged locally by the airport. The Client is responsible and liable for (the payment of) such locally charged departure taxes.

6. Additional products or services can be obtained on the Website. These products and services with separate prices and/or surcharges are selected by you in the booking process (opt-in), are listed separately on the Booking Confirmation and/or invoice and you will receive separate vouchers and conditions.

Article 5 - Liability

In addition to the ANVR Booking Terms for single travel services, the following conditions apply:

1. Airtrade is not responsible for any commitments made by its employees and/or third parties that deviate in a recognisable manner from conditions mentioned in these General Terms and

Conditions or from conditions mentioned in the terms of the responsible Service Provider, unless such commitments are confirmed in writing afterwards. The exclusions and limitations of liability included in this article also apply to the employees of Airtrade and/or the third party engaged by it.

2. You will receive a conformation of any bookings made on the Website. A booking confirmation will be sent to the email address you provided. It is possible that a booking does not get confirmed, even though you have completed it and paid for it. Some time passes between selecting your item and completing the booking. Your booking is only confirmed if you paid the items, not if you select an item. It is possible that, by the time you pay, an item has become unavailable. In that case, no rights may be derived from your booking. In the event that payment has already been made, the amounts received will be refunded without any delay and in any case within 14 after receipt of the payment.

Article 6 - Change or cancellation by the Client

In addition to the ANVR Booking Terms for single travel services, the following conditions apply:

1. **Changing** a booking is understood to mean: the adjustment of a final booking or part thereof in response to a written request from the Client.
2. **Cancelling** a booking is understood to mean: cancellation by the Client of a confirmed or final booking or a part thereof by means of a letter or email.
3. **After booking** (the confirming of the service to be performed), an Airline Ticket is in principle permanently booked and can no longer be changed (name, time, date and/or destination change) or cancelled. However, there are exceptions and/or rates where change or cancellation is possible.
4. Any cancellations or changes to the booking(s) can only take place during Opening Hours and only at the request of the Client. If, at the request of the Client, a cancellation of Bookings already made takes place, or changes are made to Bookings already made, the associated fees will be charged. The level of the costs of the change is partly dependent on the conditions of the chosen Service Provider and the conditions of the chosen rate. All fees charged by the Service Provider in the event of a change or cancellation are at the expense of the Client.
5. Airtrade will charge administrative costs for every change and/or cancellation of a booking or parts of thereof. The amount of these fees will be communicated to you during the change and/or cancellation process.
6. If you make no use, or partial use, of your Airline Ticket and a (partial) refund may be claimed from the Airline, Airtrade may claim this at the request of the Client after approximately 12 months after the Booking. Airtrade charges an administrative fee of EUR 50 for a successful refund.
7. Any amounts to be paid for cancellations, changes and/or refunds will only be paid after Airtrade receives these amounts.

Article 7 - Change or cancellation by the Service Provider

1. Service provider(s) may change or cancel your booking based on their conditions. The Service Provider(s) has (have) the obligation to inform you of this in a timely manner.
2. Airtrade should receive these notifications of change or cancellation from the Service Provider(s) and will send these notifications, if they have been communicated timely and correctly by Service Provider(s) to Airtrade, to the email address specified by the Client, as a service.
3. Notwithstanding article 7.2, the Client and/or the Traveller remains responsible for checking the final flight schedule (route, departure and arrival times, flight numbers, departure and arrival date) at least 24 hours before departure of each route. This is possible during (online) check-in at the relevant Airline or at the local representative of the Airline.
4. In the event of larger changes, Airtrade may ask the Client for an acknowledgement of receipt. If the Client does not respond or has not responded in time, Airtrade reserves the right to accept

and process the change(s) on the Client's behalf (this also to prevent cancellation by the airline).

5. If the Client is entitled to a (partial) reimbursement of the Airline Ticket from the relevant Service Provider(s), due to a change or cancellation of the booking or part thereof by the Service Provider(s), Airtrade will transfer this reimbursement to the bank account number specified by the Client, after deduction of an administrative fee and after Airtrade has received the amount.

Article 8 - Travel documents, visas, vaccinations and luggage

1. When booking, we provide general information about travel documents, visas and vaccinations as a service.

2. Upon receipt, immediately check your travel documents to verify your personal information, departure times and travel dates. For each product, you must receive proof in the form of a ticket, voucher, confirmation letter or confirmation number. You must also **CAREFULLY** read the contents of these documents. If you have any questions about them or suspect that travel documents are missing, you must immediately inform us.

3. Having a valid travel document is always mandatory. Some countries additionally require the travel document to be valid for a number of months at the time of arrival or departure. A number of countries also impose requirements for travellers with regard to visas or vaccinations. Some countries (such as Russia and China) require a Visa Support Letter, this must be requested from your hotel or local agent. Before starting your journey, you must make sure that you are in possession of all required or recommended documents, visas and vaccinations for your final destination, but also for the countries where you have a (short) stop, layover and/or just a transfer. The consulate or the embassy of your travel destination(s) can provide you with important information on this matter. It is also possible to get up-to-date information about vaccinations and health risks from the GG&GD or from the Landelijk Coördinatiecentrum voor Reizigersadviesing on www.lcr.nl

4. The Ministry of Foreign Affairs has issued (partial) travel warnings for certain countries, it is your responsibility to find out to which countries this applies. This can be done through the website of the Ministry of Foreign Affairs (www.nederlandwereldwijd.nl/reizen/reisadviezen). Please be advised that choosing such a destination is at your own peril and may have consequences for your insurance coverage and additional costs once there.

5. Airtrade also recommends that you check whether the luggage restrictions for hand and checked luggage are correct. For the exact luggage restrictions for your booking, please contact the relevant Airline. It is possible that the Airline charges extra fees for bringing luggage. This will be indicated during the booking process or during check-in on the website of the Airline. Some airlines only allow you to add extra luggage online, charging you extra when you do so at the airport.

Article 9 - Complaints

In addition to article 9 of the ANVR Booking Terms for single travel services, the following conditions apply:

1. If, before departure, you are not satisfied with our service please report this in writing to ats@airtrade.nl, stating your name and booking number, so that a solution can be found.

2. Complaints about services provided by Airtrade must be submitted to Airtrade in writing and with sufficient motivation, within two months after the Traveller has determined the facts to which the complaint relates, but in any event within one year of the advice or information provided.

3. If the complaint is not resolved satisfactorily in time, the Client may submit the dispute to the Geschillencommissie (Travel Disputes Committee, PO Box 90600, 2509 LP, The Hague) within 12 months of filing their complaint with Airtrade.

4. The Geschillencommissie's decision will be made under the conditions as set out in the relevant regulations. The decision of

the Geschillencommissie is in the form of an advice binding upon the parties. The handling of a dispute is subject to a fee.

5. A traveller who does not wish to make use of the binding advice procedure is entitled to put the case before the competent court.

6. All rights of claim will lapse one year after the end of the reserved service (or, if the journey did not take place, one year after the original date of departure), or if the complaint relates to the service provided by Airtrade, one year after this service.

7. The ANVR will take over the obligations of a member towards the Traveller, imposed by the Geschillencommissie (Travel Disputes Committee) in a binding advice, if the member has not fulfilled this obligation within the period specified in the binding advice, unless the member has submitted that binding advice to the Court for review within two months of the date of the advice. Application of this guarantee is subject to the requirement that the traveller invokes it in writing to the ANVR.

8. If, during your journey, you feel that the Service Provider(s) did not carry out your journey in accordance with the agreements, you must always report your complaint immediately to the Service Provider involved on site. Based on the relevant conditions, you can only address the executive Service Provider(s) if you have complaints about the (fulfilled) reserved Service(s).

Article 10 - General

1. The original text of these General Terms and Conditions has been drawn up in the Dutch language and is always leading in the interpretation of the provisions contained therein.

2. If any provision of these General Terms and Conditions is not valid, non-binding, void or voidable, this will not affect the validity of the remaining provisions. Airtrade will provide a new valid provision as soon after the invalidity, nullity or voidability has been proven as possible. Airtrade reserves the right to change these General Terms and Conditions.

3. The most recent version of these General Terms and Conditions will always be made available for download during the booking process.

Article 11 - Applicable law

Dutch law exclusively applies to the Order Agreement between Airtrade and the Client.

Article 12 - Definitions

1. General Terms and Conditions: these General Terms and Conditions for bookings, that will be amended or modified from time to time.

2. Booking Confirmation: the moment at which the Client concludes the online booking process and accepts the General Terms and Conditions that apply to the Order Agreement, as well as the relevant conditions of the Service Provider.

3. Service(s): the Service offered by the Service Provider through the Website.

4. Service Provider: the carrier or other travel services provider, in the broadest sense of the word, with whom the Client enters into an agreement to provide transport or other Services and who, with due observance of their applicable conditions, is responsible for the execution of these Services.

5. The Geschillencommissie (Travel Disputes Committee): The Geschillencommissie Reizen, PO Box 90600, 2509 LP The Hague.

6. Airlines: companies (liner service, budget and/or charter) that use aircraft commercially for the benefit of travellers.

7. Order: the order entails the agreement between the Client and Airtrade, whereby Airtrade acts as a travel agent and provides services to the Client in the field of travel, in the broadest sense of the word.

8. Client: a. The traveller (applicant), and/or b. the person for whom the Services performed by Airtrade have been arranged and who has accepted that arrangement.

9. Opening hours: Mondays to Fridays from 9:30 a.m. to 8:00 p.m., Saturdays from 9:30 a.m. to 5:00 p.m. and Sundays and on public holidays from noon to 4:30 p.m., unless Airtrade expressly indicates that other opening hours apply.

10. Travel documents: all documents that are or may be required for the entry of a country. In any case: passport, visa, Visa Support Letter, vaccination certificates, birth certificates, copies of entry in population register and permission form(s).

11. Traveller: the person in whose name the Airline Ticket is issued.

12. Airline ticket: a ticket issued in electronic form by or on behalf of the Airline as Service Provider after completion of the booking and payment process. In these General Terms and Conditions, an electronic ticket is equivalent to an E-ticket.

13. Airtrade: Airtrade Holland B.V., established in Haarlem, who acts as travel agent in the field of travel in the course of its business. As a travel agent (or intermediary or broker), Airtrade advises, informs and mediates in the realisation of agreements in the field of travel.

14. Website: the website on which the Client has given the Order and from which the Booking Confirmation has been sent.

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