

General Travel Terms and Conditions (GTC) of Huerzeler Bicycle Holidays/Active Travel AG

We request that you carefully read through these Contractual and Travel Terms and Conditions and thank you for the trust you have bestowed in us.

1. Contractual Object

These General Travel Terms and Conditions (hereafter, "GTC") shall regulate the legal relationships between you and Huerzeler Bicycle Holidays/Active Travel AG, Uster, Switzerland, for all travel services that we render. Huerzeler Bicycle Holidays is not a juridical person or partnership. It is a renowned brand for services in the bicycle tour segment which is used by various companies of the Active Group AG Group of Companies. Without any deviating agreement, the contractual partner for services in accordance with these GTC shall be Active Travel AG, Uster, Switzerland (the right is explicitly reserved to have brokered services rendered by third-party service providers in accordance with Clause 13 below).

The GTC differentiate between the following travel services:

Cycling Sport Offerings from Huerzeler Bicycle Holidays

- Cycling sport stays in Mallorca, Lanzarote, Andalusia and Greece (package trips and individual services)
- All tours and long-distance trips from our own production

Other Travel Services Worldwide from Active Travel AG

- All offerings from our own production
- Brokerage: For package trips and individual services rendered by other travel agencies as well as brokered airplane, train and ferry tickets, the contractual and travel terms and conditions of the implementing companies shall be valid

Upon a supplemental basis, the Online-GTC www.huerzeler.com shall be valid (see below these GTC) which contain specific provisions for the visit to and bookings via the website. With regards to the website, the Online-GTC shall be prevailing over the GTC. Via the website www.huerzeler.com, offerings can also be booked independently or as a package for which supplemental General Business Terms and Conditions may be valid (of third-party providers, but also of Active Travel AG or other group companies of Active Group AG). With regards to the affected offering, respective explicit reference shall be made to such special business terms and conditions.

If, within the parameters of an individual booking or as a component of a travel arrangement, a leased bicycle is booked, in addition to the provisions of these GTC and the Online-GTC for www.huerzeler.com, the Leasing Terms and Conditions for Bicycles shall also be valid. In this regard, Huerzeler Bicycle Holidays/Active Travel AG shall be considered to be the broker and not the contractual party to the leasing. (See also Clause 13 below).

2. Conclusion of the Contractual Agreement

2.1. Conclusion of the Contractual Agreement in General

Your booking shall become binding for you upon the acceptance of your written, telephone, electronic (online) or personal booking directly or with your travel agency. The acceptance of the booking by Huerzeler Bicycle Holidays/Active Travel AG shall be expressly confirmed to you (travel confirmation). The agreement shall only then be concluded between you and Huerzeler Bicycle Holidays/Active Travel AG upon the sending of the travel confirmation. Beginning from this point in time, the rights and obligations (particularly the payment of the trip price) from the agreement for you and all additional participants you have registered on the one hand and Huerzeler Bicycle Holidays/Active Travel AG on the other hand shall be binding. The written confirmation can also be rendered electronically. If services are ordered orally from the designated sales offices, then the agreement shall be considered to have been concluded upon the unconditional acceptance of the order by Huerzeler Bicycle Holidays/Active Travel AG.

If the content of the travel confirmation deviates from the content of the booking, then this shall be considered to be a new offer from Huerzeler Bicycle Holidays/Active Travel AG to which Huerzeler Bicycle Holidays/Active Travel AG shall be bound for the duration of 10 days. The agreement shall be considered to have been concluded upon the basis of this new offer insofar as Huerzeler Bicycle Holidays/Active Travel AG has, with regards to the new offer, made reference to the change and fulfilled its pre-contractual notification obligations and the Customer has declared his acceptance through an express declaration or by making an advance payment within the binding timeframe to Huerzeler Bicycle Holidays/Active Travel AG.

2.2. Conclusion of the Contractual Agreement for Online Bookings

For the conclusion of the agreement for bookings on www.huerzeler.com, the provisions of the Online-GTC for www.huerzeler.com shall be valid.

2.3. Passport, Visa, Vaccinations

We shall publish information regarding the passport and visa requirements as well as any health policy guidelines which must be followed upon arrival in your selected holiday destination country whereby we shall publish the service specifications for the respective destination on the Internet; for tours and long-distance trips, such information shall also be stated on the invoice. Each trip participant himself shall be responsible for the fulfillment of these requirements as well as for the procurement of the required personal travel documents including any entry visas. Exception: For group trips to countries with a visa requirement, if requested, we shall obtain the required visas for the participants. The visa costs and fees shall be separately billed.

If the participation in a booked trip is made impossible owing to the failure to follow the entry guidelines or the belated submission of a visa application upon your part, we shall charge cancellation costs in accordance with Clause 7. Any disadvantages, which are incurred owing to the failure to follow these guidelines, e.g. the payment of cancellation costs, shall be assumed by the Customer. This shall not be valid if Huerzeler Bicycle Holidays/Active Travel AG has not made such a notification, has made only an unsatisfactory notification or has provided incorrect information. Huerzeler Bicycle Holidays/Active Travel AG shall also not be liable for the prompt issuance and the receipt of the required visas from the respective diplomatic representation if the Customer has commissioned Huerzeler Bicycle Holidays/Active Travel AG to procure such visas unless Huerzeler Bicycle Holidays/Active Travel AG has culpably violated its own obligations.

3. Services

3.1. Scope of Services

The basis of the offer from Huerzeler Bicycle Holidays/Active Travel AG and the booking from the Customer shall be the travel offer and/or service description and the supplemental information provided by Huerzeler Bicycle Holidays/Active Travel AG for the respective trip and/or individual service insofar as they have been presented to the Customer during the booking.

Travel agents and booking agencies shall not be authorised by Huerzeler Bicycle Holidays/Active Travel AG to conclude agreements, to provide information, or render assurances which alter the agreed scope of service, exceed the travel offer and/or the services contractually promised by Huerzeler Bicycle Holidays/Active Travel AG or conflict with them.

Information in hotel guidebooks and similar directories or other third-party publications, which have not been published by Huerzeler Bicycle Holidays/Active Travel AG, shall not be binding for Huerzeler Bicycle Holidays/Active Travel AG and the performance obligation owed by Huerzeler Bicycle Holidays / Active Travel AG insofar as they have not been created through an express agreement with the Customer with regards to the content of the performance obligation owed by Huerzeler Bicycle Holidays/Active Travel AG.

3.2. Changes in the Scope of Service

Huerzeler Bicycle Holidays/Active Travel AG reserves the right to make changes to the service specifications in the catalogues, brochures and on the Internet at any time and without prior notice. The service specifications at the time of the booking shall be valid.

4. Prices

The prices for the travel arrangements shall be published in our publications on the Internet for the respective destinations and are retrievable in our booking machine. In the case of payment via credit card, a surcharge of 3% shall be billed. Your booking office may demand a service fee for the processing of the booking.

Unless otherwise noted, the price information is considered to include the VAT and in Swiss Francs (CHF).

We reserve the right to increase the trip price—particularly for the following reasons:

- Increase in the price for the transportation of persons owing to higher costs for fuel or other energy sources,
- Increase in the taxes and other levies for agreed travel services such as tourist taxes, harbour or airport fees, or
- Changes in the foreign currency rates that are valid for the affected travel package

Huerzeler Bicycle Holidays/Active Travel AG shall notify the Customer in text form, clearly and comprehensibly, of the price increase and its reasons and, in this context, provide the calculations for the price increase.

Price increases for the aforementioned reasons shall be undertaken at most up to 30 days before the departure date. Insofar as the price increase exceeds 10% of the announced and confirmed arrangement price, you shall have the right, within five days after the receipt of the notification, to withdraw from the contractual agreement upon a free-of-charge basis. Any payments already made shall be promptly reimbursed to you.

5. Transport of the Bicycles

Each participant himself shall be responsible for the proper packaging of the bicycles. In the case of air travel, bicycles must be announced in advance to the corresponding airline. For group travel with a collective start from the home airport, we shall make this pre-reservation for all participants.

6. Payment Terms and Conditions

The entire payment shall become payable for cycling holidays by no later than 30 days; for tours and long-distance trips, by no later than 45 days before departure. Huerzeler Bicycle Holidays/Active Travel AG may demand an advance payment up to a maximum of 30% of the invoiced amount with a minimum CHF of 300.00 payable after receipt of the invoice/confirmation. The travel documents shall only then be issued after the payment of the entire invoiced amount. In the case of bookings on short notice and sometimes also in the case of line and/or flight-only reservations, the entire flight and/or arrangement price shall become immediately payable. A payment that is not promptly received shall entitle Huerzeler Bicycle Holidays/Active Travel AG to refuse to render the travel services.

In the case of a booking via the website www.huerzeler.com, the special payment terms and conditions in the Online-GTC for www.huerzeler.com shall be valid.

7. Cancellation Terms and Conditions; Cancellations, Changes, Rebookings by the Customer/Substitute Person

7.1. Cancellation before the Beginning of the Trip

You may cancel the booked trip at any time before the trip begins. The trip cancellation is supposed to be made in text form. A cancellation via e-mail is permissible. The date that your cancellation is received (working day until 6:00 p.m.) shall be prevailing for the cancellation costs. If the trip has been booked via a travel agent, the cancellation may also be declared to this travel agent.

7.2. Cancellation Costs

In the case of a cancellation before the trip begins or the trip is not taken at all, Huerzeler Bicycle Holidays/Active Travel AG shall charge cancellation costs as compensation for travel arrangements and expenditures based upon the respective trip price. Insofar as it is not responsible for the cancellation or unavoidable, extraordinary circumstances occur at the travel destination or in its close proximity which substantially restrict the implementation of the trip or the transportation of persons to the travel destination; circumstances shall be considered to be unavoidable and extraordinary if they are not under the control of Huerzeler Bicycle Holidays/Active Travel AG and their consequences could then also not have been avoided even if all reasonable precautionary measures had been undertaken.

Huerzeler Bicycle Holidays/Active Travel AG has set the following costs subject to the consideration of the timeframe between the declaration of cancellation and the beginning of the trip as well as subject to the consideration of the expected savings in expenditures and the expected proceeds through other usages of the travel services. The compensatory amount shall be calculated based upon the point in time when the declaration of cancellation is received as follows with the respective cancellation scale:

Flight Travel Packages	Special Flights	Scheduled Flights
At least 31 days before the departure date	20%	50%
From 30 to 15 days before the departure date	30%	60%
From 14 to 8 days before the departure date	50%	70%
From 7 days to 1 day before the departure date	75%	90%
On the departure date/in the case of a no-show	100%	100%
Individual Services (w/o flight)		
At least 45 days before the departure date	20%	
From 44 to 22 days before the departure date	30%	
From 21 to 15 days before the departure date	50%	
From 14 to 8 days before the departure date	75%	
7 or less days before the departure date and in the case of a no-show	80%	

In addition, processing fees shall be charged of CHF 100.00 per person with a maximum of CHF 200.00 per order.

Cancellation terms and conditions for groups upon request.

Huerzeler Bicycle Holidays/Active Travel AG reserves the right, instead of the aforementioned lump-sum amounts, to demand a higher concrete compensatory amount insofar as Huerzeler Bicycle Holidays/Active Travel AG can document that Huerzeler Bicycle Holidays/Active Travel AG has incurred substantially higher expenditures than the respectively applicable lump-sum amounts. In this case, Huerzeler Bicycle Holidays/Active Travel AG shall be obliged to concretely estimate and document the required compensation subject to the consideration of the saved expenditures and any other usage of the travel services.

7.3. Cancellation Costs for Tours and Long-Distance Trips as well as Scheduled Flights

Please keep in mind that the cancellation costs and cancellation timeframes for the tours and long-distance trips as well as for individually-requested supplemental services and flight-only reservations may deviate from the aforementioned rates (in this regard, please review the information on our website www.huerzeler.com). In addition, we shall announce the terms and conditions to you before your contractual declaration is made and list such information in detailed fashion on your invoice.

For trips whereby the air transportation is provided via so-called “cheap airlines”, special cancellation terms and conditions may be valid. The Customer shall be informed of any such special cancellation terms and conditions before the booking is made. They shall be valid instead of the aforementioned lump-sum amounts if they have been agreed with the Customer in the individual case.

7.4. Cancellation Cost Insurance and SOS Coverage (Travel Incidents)

When you make a booking, we urgently recommend to you that you conclude cancellation cost insurance insofar as you have not already concluded an insurance policy with sufficient coverage. Huerzeler Bicycle Holidays/Active Travel AG shall broker corresponding insurance policies. Huerzeler Bicycle Holidays/Active Travel AG shall act only to broker such insurance and excludes any liability whatsoever.

7.5. Changes in Travel Packages and Cycling Holidays

For any changes, we shall charge a processing fee of CHF 100.00 per person with a maximum of CHF 200.00 per order. The fee shall no longer be valid if the price of the changed order becomes higher than the original arrangements. In the case of flight rebookings at the holiday destination, in addition to the aforementioned change fees, the additional costs incurred such as out-of-pocket expenses, fees and any higher fares of the airlines may be demanded.

7.6. Changes in the Tours and Long-Distance Trips, Flight-Only Bookings and Individual Services

For any changes, we shall charge a processing fee of CHF 100.00 per person with a maximum of CHF 200.00 per order. In the case of scheduled flights and individual services, additional costs may be incurred owing to stricter change terms and conditions upon the part of the service providers. These costs shall also be charged to you.

7.7. Substitute Person

Valid only for our own productions: If you are not able to take the booked trip, in your place, a substitute person may take the trip insofar as this substitute person fulfils the mandatory travel requirements and travel terms and conditions. For this change, we shall charge a fee of CHF 100.00. However, in all cases, the prerequisite for this shall be that the service providers participating in the trip likewise accept the change without charging any additional costs. Based upon the travel type and travel destination, the advance notice that must be provided for a substitute person before departure may vary in length. For trips overseas and particularly to countries which require a visa, the option of a substitute person exists only subject to the proviso of our organisational possibilities.

7.8. Early Return Trip

If you prematurely abort the trip owing to reasons which are not justified through a «non-fulfilment of services», no costs for unused services may be reimbursed. You must assume any additional costs for the early return trip.

8. Changes/Cancellations by Huerzeler Bicycle Holidays/ Active Travel AG

8.1. Programme Changes

We also reserve the right, in your interest owing to safety reasons, to modify agreed transportation services, the travel programme or individual agreed services if unforeseen circumstances require this; in this regard, we shall endeavour to provide a comparable replacement service insofar as this is possible.

8.2. Services Booked Independently by the Participants

Huerzeler Bicycle Holidays/Active Travel AG shall assume no responsibility for services which have been booked by the participants independently and/or via other sales offices/sales channels. Participants with independently-booked flight, transfer or other supplemental services shall personally assume the full financial and implementation-related risk in the case of programme changes before or during a cycling trip or tour. Claims of any kind regarding services not booked via Huerzeler Bicycle Holidays/Active Travel AG shall not be acknowledged.

8.3. Cancellations

For some of the trips offered, there is a minimum number of participants requirement insofar as this is stated in the offer. If this number of persons requirement is not fulfilled, we reserve the right to declare our refusal to implement the trip by no later than 30 days before the trip begins. Any payments already made shall be reimbursed in full. Any more extensive damage compensation claims shall be excluded.

If, from our perspective, the implementation of a trip is already put at risk, made more difficult or even made impossible and cannot be begun, already before the departure date, owing to force majeure (natural catastrophes, political unrest at the holiday destination), government measures or owing to strikes, we shall be entitled to also cancel the trip in your interest. Any payments already made shall be reimbursed in full. Any more extensive damage compensation claims shall be excluded.

8.4. Termination by Huerzeler Bicycle Holidays/Active Travel AG

Huerzeler Bicycle Holidays/Active Travel AG may terminate the contractual agreement without notice if the Customer, despite having received a warning from Huerzeler Bicycle Holidays/Active Travel AG, sustainably makes disruptions or if he commits a contractual violation in such a scope that the immediate rescission of the contractual agreement is justified. This shall not be effective insofar as the cause of the contractual violation is attributable to a violation of the notification obligations owed by Huerzeler Bicycle Holidays/Active Travel AG.

If Huerzeler Bicycle Holidays/Active Travel AG makes termination, then Huerzeler Bicycle Holidays/Active Travel AG retains its claim to the trip's price; however, Huerzeler Bicycle Holidays/Active Travel AG must offset the value of the saved expenditures as well as those advantages obtained which Huerzeler Bicycle Holidays/Active Travel AG derives from any other usage of the services not utilised including the amounts credited by the other service providers.

9. Programme Changes during the Trip

Unforeseen circumstances may make it required, in your interest during the trip, that the programme or individual services thereof be changed. We shall nonetheless endeavour to offer comparable replacement services.

In the case of programme changes which are attributable to flight schedule changes, force majeure, strikes, government measures or delays and cancellations upon the part of third parties, we shall not be liable.

10. Liability

10.1. General

Huerzeler Bicycle Holidays/Active Travel AG shall be liable for the proper fulfilment of the travel arrangements and/or any individually-booked services. We shall compensate you for the cancellation of agreed services or for any related additional costs that you incur insofar as you could not be offered a comparable replacement service on the spot (see also Clause 12.2.).

The amount of the compensation shall nonetheless be limited to a maximum of two times the arrangement price. We shall assume no liability for programme changes as the result of flight delays or strikes. Likewise, we shall not be liable for changes in the travel programme which are attributable to force majeure, government measures and delays incurred by third parties. The liability shall be excluded if the non-fulfilment and/or the incorrect fulfilment is attributable to omissions or conduct upon the part of you or a third party who is not involved in the rendering of services or to force majeure and/or events which are not foreseeable or avoidable.

10.2. Property Damages

We shall be liable for property damages which have been culpably caused by Huerzeler Bicycle Holidays/Active Travel AG or a company that we have commissioned insofar as the participant has no fault of his own and no other compensation claim, e.g. from an insurance policy, may be asserted. Our obligation to pay damage compensation shall be limited to a maximum of two times the trip price. In cases of liability which arise in conjunction with the commissioning of transport companies, the compensation shall be regulated in accordance with the application international conventions or national laws. Liability exclusion: All losses resulting from the theft of personal items, cash, credit cards, checks, valuables, photographic equipment, bicycle, etc.

10.3. Trip Brokerage

Huerzeler Bicycle Holidays/Active Travel AG shall not be liable for service disruptions, personal injury or property damages in conjunction with services which are merely brokered as third-party services (e.g. brokered excursions, sporting events, theatre performances, exhibitions) if these services have been clearly designated in the travel offer and the travel confirmation expressly as being third-party services subject to the disclosure of the identity and the address of the brokered contractual partner.

10.4. Special Events

Outside of the official travel programme, at the Customer's own initiative, events or excursions can be booked at the respective travel destinations. We shall assume no liability for such offerings which we have not expressly organised and for which we have not expressly designated ourselves as being the responsible service provider.

10.5. Trip with Increased Risk

Cycling holidays are active holidays and you shall be participating in your sport at your own risk. In order to avoid accidents and physical injury which may result from the participation in cycling tours, you yourself shall assume a high degree of personal responsibility even if you are riding in a group which has a leader. You yourself shall be responsible for the fulfilment of the road safety rules even then if you are riding in a group. On our tours and long-distance trips as well as the cycling tours, the wearing of a helmet shall be obligatory.

10.6. Travel Guarantee

Huerzeler Bicycle Holidays/Active Travel AG is a participant in the guarantee fund provided by the Swiss travel industry and which ensures that the amounts paid for your trip and the costs of your return trip are guaranteed.

11. Insurance

We recommend that you review your personal luggage and travel insurance, accident insurance, medical insurance and hospitalisation insurance as well as theft insurance and conclude a scope of insurance coverage that is appropriate for your requirements for your trip. Please contact your insurance provider in order to obtain detailed information about insurance coverage and insurance benefits. We would be glad to also offer you our insurance options.

For leased bicycles, a leased bicycle liability exclusion may be concluded which will cover the costs of damages to or the loss of the bicycle in the case of a crash or accident.

12. Complaints/Compensation Claims

12.1. Measures before the Trip (After the Conclusion of the Contractual Agreement)

The Customer must notify Huerzeler Bicycle Holidays/Active Travel AG or its travel agents, with whom he booked the trip, if he has not received the required travel documents (e.g. airplane ticket, hotel voucher) within the timeframe designated by Huerzeler Bicycle Holidays/Active Travel AG.

12.2. Measures during the Trip

If you should have a reason to lodge a complaint during the trip that the booked services are not being fulfilled, you shall be obliged to promptly notify our representative on-site insofar as such a representative is available or you must directly contact the service provider (hotel, transport company, etc.) and promptly demand remedial action. This is a mandatory prerequisite for the subsequent assertion of your damage compensation claims and will enable satisfactory remedial action in most cases. The travel confirmation shall provide information regarding the availability of the representative from Huerzeler Bicycle Holidays/Active Travel AG and/or his contact information on-site. The Customer may nonetheless also lodge the notification of defects to his travel agent with whom he booked the trip. If no representative from Huerzeler Bicycle Holidays/Active Travel AG is available and the service provider does not respond, the Customer must notify Huerzeler Bicycle Holidays/Active Travel AG in this regard.

If your intervention does not result in an appropriate solution, then our representative or the service provider shall mandatorily demand a written confirmation which states your complaint and its contents. No damage compensation claims may be asserted on-site. Insofar as our representative or the service provider does not offer an appropriate solution within an appropriate timeframe, but nonetheless by no later than within 48 hours, you shall be entitled to eliminate the defects yourself. The costs thus incurred shall be reimbursed to you against documentation within the parameters of statutory and contractual liability.

In the case of luggage that is damaged or arrives late, the following shall be valid:

The Customer is hereby instructed that luggage that is lost, damaged or arrives late—in conjunction with air travel in accordance with the aviation law provisions—must be promptly reported by the Customer on-site via a notification of loss (“P.I.R.”) to the responsible airline. Airlines and Huerzeler Bicycle Holidays/Active Travel AG may refuse to make reimbursements in accordance with international conventions if the notification of loss form has not been filled out. The notification of loss must be reimbursed within 7 days for damaged luggage after this form is submitted; within 21 days after this form is submitted for luggage which arrives late.

In addition, the loss, the damage to or the misrouting of luggage must be promptly reported to Huerzeler Bicycle Holidays/Active Travel AG, its representatives and/or its contact office or the travel agent. This shall not release the Customer from the obligation to lodge the notification of loss to the airline in accordance with the aforementioned paragraph within the aforementioned timeframes.

12.3. Measures after the End of the Trip

Your compensation request and the confirmation from our representative or from the service provider at the destination must be sent by registered letter to Huerzeler Bicycle Holidays/Active Travel AG promptly, but by no later than 30 days after the agreed end of your trip. In the case that these conditions are not fulfilled, any damage compensation claims shall be forfeited.

13. Offers by Other Service Providers

13.1. Contractual Relationship

Other companies (including also any other companies of Active Group AG) shall render services which, among others, can also be booked via the website www.huerzeler.com. In this regard, it concerns, for example, the individual bookings of flights, hotels, or the individual leasing of bicycles.

The offer description shall respectively state whether Huerzeler Bicycle Holidays/Active Travel AG is offering the offered service in its own name and on its own account or merely brokering it. With regards to an offer in its own name from Huerzeler Bicycle Holidays/Active Travel AG, the aforementioned provisions shall be valid in unrestricted fashion. Conversely, in the case of the brokering of the affected services, the contractual agreements for the rendering of services shall be concluded between the Customer and the affected service provider. In this regard, the following provisions shall be valid.

For the brokerage, merely a brokerage agreement is being concluded between Huerzeler Bicycle Holidays/Active Travel AG and the Customer. For such an agreement, the statutory directives shall be valid. With regards to the notification obligations for flight bookings, the broker's obligations in conjunction with required visas and with regards to insurance coverages, as the broker, Huerzeler Bicycle Holidays/Active Travel AG shall have the same obligations as for the contractual agreements concluded by Huerzeler Bicycle Holidays/Active Travel AG in its own name.

Huerzeler Bicycle Holidays/Active Travel AG has been expressly authorised by the service providers to conclude the contractual agreements and to collect the payments for the booked services in the name of the respective service provider. For the conclusion of the contractual agreement, the provisions in Clause 2 of these GTC shall be valid or, for the online conclusion of the contractual agreement, the Online-GTC for www.huerzeler.com.

If the Customer registers additional participants for the third-party services, then the Customer shall be responsible for the contractual obligations of the participants (particularly the payment of the trip price) as for his own contractual obligations.

For the contractual relationship between the Customer and the service provider, the provisions of these GTC shall be valid—particularly the provisions in this Clause 13—as well as the Online-GTC for www.huerzeler.com insofar as the booking is made via the website. Moreover, the service providers may draft their own Usage Terms and Conditions.

The Customer shall be informed of such Usage Terms and Conditions of the service provider in the service specifications and/or by no later than during the booking process. In the case of conflicts, the Usage Terms and Conditions of the service providers shall be prevailing.

13.2. Information regarding Third-Party Services

The information regarding the various services has been compiled by the service providers with the utmost of due care whereby the service providers have endeavoured to ensure that the respectively published information is up-to-date. The contractually-agreed details specified in the booking confirmation shall be prevailing for the third-party services.

Huerzeler Bicycle Holidays/Active Travel AG shall publish the information regarding the various third-party services in the name of the service providers and shall not be responsible for the contents thereof. No guarantees are made regarding the information and such information may be changed at any time without advance notice. The information regarding the conditions and the scope of the services shall not constitute a binding offer—neither from the service provider nor from Huerzeler Bicycle Holidays/Active Travel AG.

13.3. Payment Terms and Conditions

In the absence of a deviating agreement in the special Usage Terms and Conditions of the service providers, the relevant provisions of these GTC shall be valid.

13.4. Service and Price Changes

The service providers expressly reserve the right to change service specifications and prices before the contractual agreement is concluded. The service provider or Huerzeler Bicycle Holidays/Active Travel AG shall notify the Customer of any changes during the conclusion of the contractual agreement.

After the conclusion of the contractual agreement, the service provider reserves the right to modify the services in the case of unforeseeable or unavoidable events as well as force majeure. The service provider shall endeavour to offer comparable replacement services. If this is not possible or the Customer, in the case of an essential contractual change, rejects the replacement service owing to important reasons within 5 days after the receipt of the notification, the amount that has already been paid shall be paid back subject to the exclusion of additional claims.

After the conclusion of the contractual agreement, the service provider also reserves the right, in the case of erroneously-communicated contractual terms and conditions (particularly regarding the price or the availability of the service), to dissolve the contractual agreement within 3 days after its conclusion without being required to pay damage compensation. It shall endeavour to conclude a new agreement regarding a comparable service. If this is not possible or the Customer rejects the new agreement within 5 days after the receipt of the notification, the amount that has already been paid shall be paid back subject to the exclusion of additional claims.

With regards to prices, the right is reserved to make a price increase as the result of an unforeseeable increase in levies and taxes (particularly in the VATs or visitors' taxes) or the introduction of such new levies and taxes.

13.5. Liability

The service provider shall be responsible to the Customer for the contractual rendering of the agreed services in accordance with the travel offer and the booking confirmation whereby any liability for damages, which do not result from the loss of life, physical injury or damage to health and have not been culpably caused, shall be excluded in the statutorily-permissible scope.

Huerzeler Bicycle Holidays/Active Travel AG shall be responsible for the correct booking whereby no liability shall be assumed for the service providers, their auxiliary personnel, the deployed sales agents, lost holiday time and/or loss of enjoyment. Huerzeler Bicycle Holidays/Active Travel AG excludes any liability in the statutorily-permissible scope.

14. Data Protection

The collection and the processing of the Customers' personal data by Huerzeler Bicycle Holidays/Active Travel AG are discussed in detail in the Data Protection Declaration on www.huerzeler.com. This declaration shall form an integral contractual component of the GTC.

15. Severability Clause

The entire or partial invalidity or ineffectiveness of individual provisions of these GTC shall not affect the validity of the remaining provisions or sections of such provisions.

Invalid or ineffective provisions must be replaced by provisions which correspond to their legal or commercial significance to the greatest extent possible. A similar procedure must be implemented if these GTC contain a gap or an omission.

16. Legal Venue

In the case of discrepancies between the German and English language versions of these GTC, the German version shall be prevailing. Exclusively Swiss law shall be valid. In dealings with consumers, this choice of laws shall be valid only insofar as the consumer is not stripped of the protection which has been granted to him by the mandatory consumer protection guidelines of the country in which he has his customary abode. The applicability of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded. For disputes arising from or in conjunction with these GTC, the court with subject matter jurisdiction in Uster, Canton of Zurich, Switzerland shall be competent.

Valid as of 01/09/2018

Special Usage Terms and Conditions for www.huerzeler.com (Online-GTC)

1. Sphere of Applicability

Insofar as nothing to the contrary is expressly stated below, for the Online-GTC, the same abbreviations and definitions shall be used as in the GTC.

The website www.huerzeler.com (hereafter, "Website") shall be operated by Huerzeler Bicycle Holidays/Active Travel AG. These Online-GTC shall be valid—in the version that is current at the time that the contractual agreement is concluded—for all business relationships between the user of the Website and Huerzeler Bicycle Holidays/Active Travel AG in conjunction with the usage of the Website as well as the bookings of services via the Website. They shall form an integral and supplemental component for all bookings which are made via the Website.

Upon a supplemental basis to and/or together with these Online-GTC, for bookings made via the Website, the GTC shall also be valid which are applicable to all contractual relationships regardless of the sales channel used. The following Online-GTC contain exclusively Website-specific provisions.

Huerzeler Bicycle Holidays/Active Travel AG may modify these Online-GTC at any time. That version shall be respectively prevailing which is valid during the visit and/or when making a booking.

As already mentioned in the GTC, in the case of certain offerings, supplemental Business Terms and Conditions may be valid (e.g. for leased bicycles). In this regard, the following shall be valid: For the online conclusion of the contractual agreement, the payment terms and conditions and the liability for the online booking, these Online-GTC shall be valid in unrestricted fashion and shall be prevailing over the special Business Terms and Conditions (in the case of a conflict). Conversely, for the rendering and fulfilment of the services, e.g. the leasing-out of the leased bicycles and their usage, the relevant special Business Terms and Conditions shall be valid in unrestricted fashion.

2. Offers

The depictions and information on the Website are provided in a non-binding manner. Huerzeler Bicycle Holidays/Active Travel AG reserves the right to modify the services and their depiction as well as the description at any time and completely remove certain services from the Website. Huerzeler Bicycle Holidays/Active Travel AG excludes any liability for typographical errors, incorrect or incomplete information and depictions on the Website.

Huerzeler Bicycle Holidays/Active Travel AG shall endeavour to ensure the best-possible availability of the services offered on the Website. However, the presentation of a certain service on the Website does not mean that Huerzeler Bicycle Holidays/Active Travel AG provides a guarantee regarding availability. This shall be valid particularly, but not definitively, for third-party services which are offered by other service providers and for which Huerzeler Bicycle Holidays/Active Travel AG is not responsible (see Clause 13 GTC).

3. Conclusion of the Contractual Agreement

If the Customer makes a booking via the Website, he is considered to be issuing a binding offer for the conclusion of a contractual agreement with Huerzeler Bicycle Holidays/Active Travel AG (Clause 2 AVBR) and/or, in the case of third-party services, with the relevant service providers (Clause 13 GTC).

A binding offer shall only then be submitted if the Customer has entered all the data that are required for the implementation of the contractual agreement, has confirmed the acknowledgment of the GTC and these Online-GTC and has clicked on the button "Pay with a Binding Payment Obligation". Until this button is clicked, the Customer may initially place services in the shopping basket in a non-binding fashion and change his entered data at any time by using the correction tools prescribed for and explained in detail during the ordering process.

After submitting the booking, the Customer shall receive an automatically-generated confirmation of receipt for his booking via e-mail. This shall contain the data for the booking. However, no agreement is yet concluded through the confirmation of receipt; the confirmation of receipt documents merely that the booking has been received by Huerzeler Bicycle Holidays/Active Travel AG.

The agreement shall be considered to have been concluded when Huerzeler Bicycle Holidays/Active Travel AG has declared the acceptance of the agreement. Huerzeler Bicycle Holidays/Active Travel AG shall declare its acceptance of the agreement by confirming the booking to the Customer (booking confirmation).

The agreement shall be considered to have been concluded only for those services which have been expressly specified in the confirmation. The confirmation shall also definitively state the scope of services.

4. Payment

Services can be paid for via the Website exclusively via an invoice.

In this regard, the payment terms and conditions in accordance with Clause 6 GTC shall be valid.

In the case of payment default, Huerzeler Bicycle Holidays/Active Travel AG shall—in the case that the statutory requirements exist—be entitled to demand payment default interest in the amount of 5% of the invoiced amount.

5. Liability

For the liability with regards to the rendering of the contractually-agreed services, the corresponding provisions of the GTC shall be valid. The following provisions shall be valid for the usage of the Website www.huerzeler.com and the booking via this Website.

The liability for simple negligence and the liability for auxiliary personnel shall be comprehensively excluded.

Huerzeler Bicycle Holidays/Active Travel AG shall assume no liability for flawed services on the Internet, damages caused by third parties,

imported data of any kind (viruses, worms, Trojan horses) as well as for links from and to other websites.

In addition, no liability shall be assumed for direct, indirect, special or other consequential damages which are created from the usage of the Website www.huerzeler.com or any website linked to it. Excluded shall also be any liability for lost profits, operational disruptions, damage to programmes or the loss of other data in your information systems. This shall also then be valid if express reference has been made to the possibility of such damages.

Otherwise, all cases of contractual violations and their legal consequences as well as all claims from the users and Customers—regardless of for what legal reason they are asserted—shall be definitively regulated in the GTC and/or these Online-GTC.

6. Data Protection

The collection and the processing of the personal data of the users and the Customers on the Website by Huerzeler Bicycle Holidays/Active Travel AG are discussed in detail in the Data Protection Declaration. This declaration shall form an integral contractual component of the GTC and Online-GTC. The Data Protection Declaration is retrievable at (<https://www.huerzeler.com/de/datenschutz>).

The users and Customers acknowledge and are in agreement that Huerzeler Bicycle Holidays/Active Travel AG shall be responsible for the procurement and the processing of the personal data. However, they are also in agreement that Huerzeler Bicycle Holidays/Active Travel AG may pass on the personal data to other companies in the Active Group and/or other companies in the Group may have access to these data—this particularly then if the other companies in the Group are involved in the rendering of the services booked by the Customer. The users are thus also in agreement that the personal data, which the users and Customers provide via the Website to Huerzeler Bicycle Holidays/Active Travel AG, e.g. for a booking, inquiry, newsletter registration, may be stored by Huerzeler Bicycle Holidays/Active Travel AG in a central database. Huerzeler Bicycle Holidays/Active Travel AG shall be entitled to analyse and evaluate the data in the central database in order to send the users and the Customers personalised marketing communication, e.g. information about new offerings which could be of interest to the affected users and customers. During these analyses, user profiles may be created. Moreover, Huerzeler Bicycle Holidays/Active Travel AG shall be entitled to pass on the personal data for marketing purposes to other companies in the Group.

With regards to third-party services, Huerzeler Bicycle Holidays/Active Travel AG shall also procure the booking data on behalf of the service providers and shall pass them on to the service providers in order to implement the booking. The service providers may also use the data for other purposes in accordance with the statutory guidelines. Thus, it is requested that the users and Customers review the Data Protection Declarations of the service providers.

7. Copyright

The usage of this Website does not mean that the users have been granted licensing rights with regards to the intellectual property rights to the content of this Website.

This Website and all of its contents (particularly software, files, designs, graphics and data) are and shall remain the property of Huerzeler Bicycle Holidays/Active Travel AG—and/or Huerzeler Bicycle Holidays/Active Travel AG holds

corresponding usage rights—and are protected by the corresponding laws regarding intellectual property rights including copyrights and trademark rights. Each unauthorised usage of this Website—particularly the usage of this Website or its contents for professional or commercial purposes of any kind as well as the reproduction, depiction, dissemination to other persons, notification, circulation, dissemination, modification, license issuance, sale or any other exploitation of this Website or of its contents, texts, text sections, statistical or animated graphics, audio-data, software, goods or services as well as other data

or information—shall be expressly forbidden without the prior written approval from Huerzeler Bicycle Holidays/Active Travel AG. In particular, methods such as the framing and inline-linking of the Website and contents shall be forbidden.

8. Cancellation

For the online booking of services, the cancellation provisions in accordance with Clauses 7 and 8 GTC shall be valid.

9. Applicable Law and Legal Venue

The provisions in Clause 16 GTC shall be valid.