

General Terms and Conditions Feuer und Eis Touristik GmbH

Dear customers and travelers

the following provisions, insofar as effectively agreed, become the content of the package travel contract concluded between the customer/traveler and Feuer und Eis Touristik GmbH, Mühlbachweg 6, 83700 Weissach, hereinafter abbreviated to "F&E". They supplement and fill out the statutory provisions of §§ 651a - y BGB (German Civil Code) and Articles 250 and 252 of the EGBGB (Introductory Act to the German Civil Code)

1. Conclusion of the Package Travel Contract, Obligations of the Customer/Traveler

1.1. The following applies to all booking methods:

- a) The basis of the offer by F&E and the booking by the Customer/Traveler are the travel description and the supplementary information provided by F&E for the respective trip, insofar as these are available to the Customer/Traveler at the time of Booking
- b) Travel agents and booking offices are not authorized by F&E to make agreements, provide information or make assurances that change the agreed content of the package travel contract, go beyond the travel advertisement or the services contractually promised by F&E or contradict them.
- c) Information contained in hotel guides and similar directories not published by F&E shall not be binding on F&E and F&E's obligation to perform, unless made part of F&E's obligation to perform by express agreement with the Customer/Traveler.
- d) If the content of the travel confirmation by F&E differs from the content of the booking, a new offer is made by F&E to which it is bound for a period of 3 days. The contract shall be concluded on the basis of this new offer, insofar as F&E has pointed out the change with regard to the new offer and has fulfilled its pre-contractual information obligations (www.feuer-eis-touristik.de/pauschalreiserichtlinie) and the Customer/Traveler declares acceptance to F&E by express declaration or down payment within the deadline.
- e) The pre-contractual information provided by F&E regarding essential characteristics of the travel services, the travel price and any additional costs, payment methods, the minimum number of participants and cancellation fees (pursuant to Article 250 § 3 No. 1, 3 to 5 and 7 EGBGB) shall only not become part of the package travel agreement if expressly agreed between the parties.
- f) The customer/traveler is liable for all contractual obligations of fellow travelers for whom he makes the booking as for his own, insofar as he has assumed a corresponding obligation by express and separate declaration.

1.2 The following applies to bookings made verbally, by telephone, in writing, by e-mail, by SMS or by fax:

- a) With the booking, the Customer/Traveler offers F&E the binding conclusion of the package travel contract. The customer/traveler is bound to the booking for 3 working days.
- b) The contract is concluded upon receipt of the travel confirmation (declaration of acceptance) by F&E. Upon - or without undue delay after - the conclusion of the contract, F&E shall provide the Customer/Traveler with a confirmation of acceptance in accordance with the legal requirements. The customer/traveler is entitled to receive the travel confirmation on a durable medium (which enables the customer/traveler to keep or store the declaration unchanged in such a way that it is accessible to him/her within a reasonable period of time, e.g. on paper or by email), unless the customer/traveler is entitled to a travel confirmation in paper form pursuant to Article 250 § 6 (1) sentence 2 EGBGB (Introductory Act to the German Civil Code), because the conclusion of the contract took place in the simultaneous physical presence of both parties or outside of business premises.
- 1.3 In the case of bookings in electronic commerce (e.g. Internet, app, telemedia), the following shall apply to the conclusion of the contract

- a) The electronic booking process will be explained to the customer/traveler in the corresponding F&E application.
- b) The customer/traveler is provided with a corresponding correction option for correcting his/her entries, deleting or resetting the entire booking form, the use of which is explained.
- c) The contractual languages offered for the execution of the online booking are indicated. Only the German language is legally authoritative.
- d) Insofar as the text of the contract is stored by F&E in the online booking system, the Customer/Traveler shall be informed of this and of the possibility of retrieving the text of the contract at a later date.
- e) By clicking the button "book with obligation to pay/Buchung in Echtzeit", the Customer/Traveler makes a binding offer to F&E to conclude the package travel contract. The Customer/Traveler shall be bound by this contractual offer for three business days after sending the electronic declaration.
- f) The Customer/Traveler will receive electronic confirmation of the receipt of his/her booking without delay.
- g) The transmission of the booking by pressing the button "book with obligation to pay/Buchung in Echtzeit" does not constitute a claim of the Customer/Traveler to the conclusion of a package travel contract in accordance with his/her booking details. Rather, F&E is free to decide whether or not to accept the contract offer of the customer/traveler.
- h) The contract shall be concluded upon receipt of the travel confirmation by F&E from the Customer/Traveler.
- i) If the travel confirmation is issued immediately after the Customer/Traveler has made the booking by clicking the button "book with obligation to pay/Buchung in Echtzeit" by means of a corresponding direct display of the travel confirmation on the screen (booking in real time), the package travel contract shall come into effect upon receipt and display of this travel confirmation by the Customer/Traveler on the screen, without the need for any intermediate notification of the receipt of the Customer's/Traveler's booking in accordance with the provisions of the travel confirmation.

f) is required insofar as the customer/traveler is offered the option to store the travel confirmation on a permanent data carrier and to print it out. However, the binding nature of the package travel contract is not dependent on the Customer/Traveler actually using these options for storage or printing. F&E will additionally send the Customer/Traveler a copy of the travel confirmation in text form.

1.4 F&E points out that according to the statutory provisions (§ 312 para. 7 of the German Civil Code (BGB)), there is no right of cancellation for package travel contracts concluded at a distance (letters, catalogs, telephone calls, teletypes, e-mails, messages sent via mobile radio service (SMS) as well as broadcasting, telemedia and online services), but only the statutory rights of withdrawal and termination, in particular the right of withdrawal pursuant to § 651h of the German Civil Code (see also Section 5). However, there is a right of withdrawal if the contract for travel services has been concluded outside business premises in accordance with Section 651a of the German Civil Code (BGB), unless the oral negotiations on which the conclusion of the contract is based were conducted at the prior request of the consumer; in the latter case, there is also no right of withdrawal.

2. Payments

2.1 F&E and travel agents may only demand or accept payment of the tour price prior to the end of the package tour if an effective customer money protection contract exists and the customer/traveler has been given the protection certificate with the name and contact details of the protection provider in a clear, comprehensible and prominent manner. After conclusion of the contract, a deposit of 20% of the travel price is due for payment against delivery of the insolvency insurance policy. The remaining payment is due 4 weeks before the start of the trip, as long as the insolvency insurance policy has been handed over and the trip can no longer be canceled for the reason stated in section 5. For bookings made less than 4 weeks before the start of the tour, the entire tour price is due for payment immediately.

2.2. If the Customer/Traveler fails to make the down payment and/or the final payment in accordance with the agreed payment due dates, although F&E is willing and able to duly provide the contractual services, has fulfilled its legal information obligations and no legal or contractual right of set-off or retention exists on the part of the Customer/Traveler, and if the Customer is responsible for the delay in payment, F&E shall be entitled to withdraw from the package tour contract after issuing a reminder setting a deadline and after expiry of the deadline and to charge the Customer/Traveler with withdrawal costs in accordance with Section 5.

3. changes to the contents of the contract before the start of the trip that do not affect the price of the trip.

- 3.1 Deviations of essential characteristics of travel services from the agreed content of the package travel contract that become necessary after the conclusion of the contract and were not caused by F&E in bad faith are permitted to F&E before the start of the trip, provided that the deviations are insignificant and do not affect the overall nature of the trip.
- 3.2 F&E is obligated to inform the Customer/Traveler about any changes in services in a clear, comprehensible and prominent manner on a permanent data medium (e.g. also by e-mail, SMS or voice message) immediately after becoming aware of the reason for the change.
- 3.3 In the event of a significant change to an essential characteristic of a travel service or a deviation from special requirements of the Customer/Traveler that have become part of the Package Travel Contract, the Customer/Traveler is entitled, within a reasonable period of time set by F&E at the same time as notification of the change, either to accept the change or to withdraw from the Package Travel Contract free of charge. If the Customer/Traveler does not expressly declare his withdrawal from the Package Travel Contract within the time limit set by F&E, the change shall be deemed accepted.
- 3.4 Any warranty claims shall remain unaffected insofar as the modified services are defective. If F&E had lower costs for the performance of the modified tour or a possibly offered substitute tour with the same quality at the same price, the Customer/Traveler shall be reimbursed the difference in accordance with Section 651m (2) of the German Civil Code (BGB).

4. Price increase; price reduction

4.1 In accordance with § 651f, 651g of the German Civil Code (BGB) and the following provisions, F&E reserves the right to increase the travel price agreed in the package tour contract if, after conclusion of the contract, there has been an

- a) increase in the price for the transportation of persons due to higher costs for fuel or other energy sources,

b) increase in taxes and other charges for agreed travel services, such as tourist taxes, port or airport charges, or

- c) a change in the exchange rates applicable to the relevant package tour directly affects the tour price.

4.2 An increase in the tour price is only permissible if F&E informs the Customer/Traveler clearly and comprehensively in text form about the price increase and its reasons and at the same time informs the Customer/Traveler about the calculation of the price increase.

4.3 The price increase is calculated as follows:

- a) In the event of an increase in the price for the carriage of persons pursuant to clause 4.1a), F&E may increase the tour price in accordance with the following calculation: In the event of an increase related to the seat, F&E may demand the amount of the increase from the Customer/Traveler. Otherwise, the increased costs for fuel or other energy sources demanded by the transport company per means of transport shall be divided by the number of persons to be transported on a pro rata basis. F&E may demand the resulting increase from the customer/traveler.

- b) In the event of an increase in taxes and other levies pursuant to.

- 4.1b), the tour price may be increased by the corresponding pro rata amount.

- b) In the event of an increase in exchange rates pursuant to 4.1c), the tour price may be increased to the extent that the tour has become more expensive for F&E as a result.

- 4.4 F&E is obligated to grant the Customer/Traveler a reduction of the tour price upon his request if and to the extent that the prices, charges or exchange rates specified in 4.1 a) - c) have changed after the conclusion of the contract and before the start of the tour and this results in lower costs for F&E. If the Customer/Traveler has paid more than the amount due hereunder, the additional amount shall be reimbursed by F&E. However, F&E may deduct the administrative expenses actually incurred by F&E from the additional amount to be reimbursed. Upon the Customer's/traveler's request, F&E shall prove to the Customer/traveler the amount of administrative expenses incurred.

- 4.5 Price increases are only permissible if received by the Customer/Traveler up to the 20th day prior to departure.

- 4.6 In the event of price increases of more than 8%, the Customer/Traveler shall be entitled, within a reasonable period of time set by F&E at the same time as notification of the price increase, either to accept the change or to withdraw from the Package Travel Contract free of charge. If the Customer/Traveler does not expressly declare his withdrawal from the Package Travel Contract to F&E within the time limit set by F&E, the change shall be deemed accepted.

5. Cancellation by the customer/traveler before the start of the trip: Cancellation costs

5.1 The Customer/Traveler may withdraw from the Package Travel Contract at any time before the start of the trip. The withdrawal must be declared to F&E at the address given above/below; if the trip was booked through a travel agent, the withdrawal may also be declared to the travel agent. The Customer/Traveler is advised to declare the withdrawal in text form.

5.2 If the Customer/Traveler withdraws before the start of the trip or does not commence the trip, F&E shall lose the claim to the trip price. Instead, F&E may demand reasonable compensation insofar as it is not responsible for the withdrawal. F&E shall not be entitled to claim compensation if unavoidable and extraordinary circumstances occur at the place of destination or in its immediate vicinity which significantly affect the performance of the package tour or the transportation of persons to the place of destination; circumstances are unavoidable and extraordinary if they are beyond the control of the party invoking them and their consequences could not have been avoided even if all reasonable precautions had been taken.

5.3 F&E has determined the following lump-sum compensation rates taking into account the period of time between the notice of cancellation and the start of the trip, as well as the expected savings in expenses and the expected income from other uses of the travel services. The compensation is calculated according to the time of receipt of the cancellation notice as follows with the respective cancellation scale:

- a) Own travel to the destination areas

- up to 30. day before departure 25 %.
- from 29th to 15th day before departure 50%
- from 14. to 08. day before departure 70 %
- from 07th to 03rd day before departure 80 %.
- from the 2nd day before departure until the day of departure or in case of no-show 90 % of the tour price;
- b) flight package tours with scheduled or charter flights as well as tours that do not fall under the aforementioned point a)
- - up to 31. day before departure 20 %
- - from the 30th day before departure 25%
- - from the 22nd day before departure 35 %.
- - from the 15th day before departure 50 %
- - from the 8th day before departure 70 %
- - from the 2nd day prior to departure until the day of departure or in the event of no-show 80% of the tour price;
- 5.4 The Customer/Traveler shall in any case be at liberty to prove to F&E that F&E has not received any payment at all.

or a substantially lower damage has been incurred than the compensation lump sum demanded by F&E. A lump-sum compensation pursuant to Section 5.3. shall be deemed not to have been determined and agreed if F&E proves that F&E has incurred significantly higher expenses than the calculated amount of the lump-sum compensation pursuant to Section 5.3. In this case, F&E shall be obliged to specifically quantify and justify the requested compensation, taking into account the saved expenses and the acquisition of any other use of the travel services.

5.5 If F&E is obligated to refund the travel price as a result of a cancellation, §651h para. 5 BGB remains unaffected. 5.6 The statutory right of the Customer/Traveler to demand from F&E, pursuant to §651 e BGB, by notification on a durable medium, that a third party take his place in the rights and obligations arising from the Package Travel Contract, shall remain unaffected by the above conditions. Such a declaration is in any case timely if it is received by F&E 7 days before the start of the tour.

5.7 We strongly recommend that you take out travel cancellation insurance and insurance to cover repatriation costs in the event of accident or illness. This recommendation also applies to the coverage of pandemic-related risks.

6. Rebooking

6.1 The Customer/Traveler shall have no right to change the date of travel, the destination, the place of departure, the accommodation, the type of catering, the mode of transport or other services (rebooking) after the conclusion of the contract. This does not apply if the rebooking is necessary because F&E has provided no, insufficient or incorrect pre-contractual information to the customer/traveler pursuant to Art. 250 § 3 EGBGB; in this case, the rebooking is possible free of charge. If in other cases a rebooking is made at the request of the Customer/Traveler, F&E may charge a rebooking fee to the Customer/Traveler affected by the rebooking, provided that the following deadlines are met. Unless otherwise agreed in individual cases prior to the confirmation of the rebooking, the rebooking fee shall amount to € 26 per affected traveler up to the point in time of the beginning of the second cancellation level of the respective type of travel in accordance with the above provision in Section 5.

6.2 Rebooking requests made by the customer/traveler after the expiration of the deadlines can, if their implementation is possible at all, only be carried out after withdrawal from the package tour contract according to section 5 under the conditions and simultaneous re-registration. This does not apply to rebooking requests that only cause minor costs.

7. Not used service

If the Customer/Traveler does not use individual travel services that F&E was willing and able to provide in accordance with the contract for reasons attributable to the Customer/Traveler, the Customer/Traveler shall not be entitled to a pro-rata refund of the travel price, unless such reasons would have entitled the Customer/Traveler to withdraw from or terminate the travel contract without incurring costs in accordance with the statutory provisions. F&E shall endeavor to obtain reimbursement of the expenses saved by the service providers. This obligation does not apply if the services are completely insignificant.

8. cancellation due to non-achievement of the minimum number of participants

8.1. F&E may withdraw from the contract if the minimum number of participants is not reached in accordance with the following regulations:

- The minimum number of participants and the latest date of receipt of the cancellation notice by F&E by the Customer/Sender must be stated in the respective pre-contractual information.
- F&E must state the minimum number of participants and the latest cancellation deadline in the travel confirmation.
- F&E is obligated to immediately inform the customer/traveler of the cancellation of the tour if it is determined that the tour will not be carried out due to failure to reach the minimum number of participants. F&E may offer the customer/traveler alternative arrangements.
- Cancellation by F&E later than 4 weeks prior to the start of the tour is not permitted.

8.2 If the tour is not carried out for this reason, the Customer/Traveler shall be reimbursed without delay for any payments made on the tour price; Section 5.5 shall apply accordingly.

9 Termination for reasons of conduct

9.1 F&E may terminate the Package Travel Contract without notice if the Passenger, notwithstanding a warning by F&E, persistently disturbs F&E or if the Passenger breaches the contract to such an extent that the immediate termination of the contract is justified. This shall not apply if the conduct in breach of contract is causally based on a breach of information duties by F&E.

9.2 If F&E terminates the contract, F&E shall retain its claim to the travel price; however, F&E must take into account the value of the saved expenses as well as the benefits that F&E obtains from other use of the unused service, including the amounts credited by the service providers.

10. Obligations of the customer/traveler

10.1 Travel documents

The Customer/Traveler shall inform F&E or his travel agent through whom he booked the package tour if he does not receive the necessary travel documents (e.g. airline ticket, hotel voucher) within the time period communicated by F&E.

10.2 Notice of Defects / Request for Remedy

a) If the trip is not provided free of travel defects, the traveler may demand redress.
b) If F&E was unable to provide a remedy due to a culpable failure to notify the traveler of the defect, the traveler may neither assert claims for a reduction in price pursuant to Section 651m of the German Civil Code (BGB) nor claims for damages pursuant to Section 651n of the German Civil Code (BGB).
c) The traveler is obligated to immediately notify the representative of F&E on site of the defect. If a representative of F&E is not available on site and is not contractually owed, any travel defects must be brought to the attention of F&E at the notified contact point of F&E; the availability of the representative of F&E and his contact point on site will be stated in the travel confirmation.

informed. However, the traveler may also bring the notice of defects to the attention of his travel agent through whom he booked the package tour.

d) The representative of F&E is instructed to provide remedy, insofar as this is possible. However, he is not authorized to acknowledge claims.

10.3 Setting a deadline before cancellation

If the customer/traveler wishes to terminate the package tour contract due to a travel defect of the type described in Section 651i Paragraph (2) of the German Civil Code (BGB), provided it is substantial, in accordance with Section 651l of the German Civil Code (BGB), he must first set a reasonable deadline for F&E to provide a remedy. This shall only not apply if F&E refuses to provide the remedy or if the immediate remedy is necessary. 10.4 Damage to and loss of baggage

10.4.1 Earthbound Trips (Walking and Biking Trips): In case of damage or loss during the luggage transport (luggage transfer) offered by F&E, F&E shall only be liable if it is at fault and in case of immediate notification upon occurrence of the damage. Liability is limited to a maximum of € 200 per person, this does not apply if the damage was caused by gross negligence or intent on the part of F&E. Liability is excluded if the maximum weight of 20 kg is exceeded or if the luggage content is not permitted (for further information see www.feuer-eis-touristik.de/gepaeckbestimmungen) or for optical damage and wear on handles and rollers. Damage must be reported to F&E immediately upon occurrence.

10.4.2 Air travel: a) In connection with air travel, a damage report ("P.I.R." Property Irregularity Report) must be submitted to the responsible airline immediately on site (note: airlines and F&E may refuse reimbursement on the basis of international agreements if the damage report has not been completed). The claim must be filed within 7 days in case of baggage damage and within 21 days in case of delay.

b) In addition, the loss, damage or misdirection of baggage must be reported immediately to F&E, its representative or contact point or the travel agent. This does not release the Passenger from reporting the damage to the airline in accordance with 10.4.2. a) within the above deadlines.

11. Limitation of liability

11.1 The contractual liability of F&E for damages that do not result from injury to life, body or health and were not culpably caused is limited to three times the travel price. Possible additional claims under the Montreal Convention or the Air Transport Act shall remain unaffected by this limitation of liability.

11.2 F&E shall not be liable for disruptions of services, personal injury and property damage in connection with services that are merely arranged as third-party services (e.g. arranged excursions, sporting events, theater visits, exhibitions) if these services are expressly identified as third-party services in the travel description and the travel confirmation, stating the identity and address of the arranged contractual partner, in such a clear manner that the traveler can recognize that they are not part of the package tour of F&E and have been selected separately. Sections 651b, 651c, 651w and 651y BGB remain unaffected. However, F&E shall be liable if and to the extent that the damage suffered by the Passenger was caused by a breach of F&E's duties to inform, explain or organize.

12. assertion of claims, addressee

The customer/traveler must assert claims against F&E in accordance with § 651i (3) No. 2, 4-7 BGB. The claim can also be asserted via the travel agent if the package tour was booked via this travel agent. It is recommended to assert the claim in text form.

13. information requirements on the identity of the operating air carrier

13.1 F&E shall inform the Customer/Traveler of the identity of the operating air carrier prior to or at the latest at the time of booking in accordance with the EU Regulation on Information to Air Passengers.

identity of the operating airline(s) with regard to all air transportation services to be provided within the scope of the booked trip.

13.2 If the operating airline(s) has/have not yet been determined at the time of booking, F&E is obliged to inform the Customer/Traveler of the airline(s) that will probably operate the flight. As soon as F&E knows which airline will operate the flight, F&E shall inform the Customer/Traveler.

13.3 If the airline named to the Customer/Traveler as the operating airline changes, F&E shall inform the Customer/Traveler of the change without delay and as soon as reasonably practicable. 13.4 The "Black List" (airlines prohibited from using the airspace above the Member States.) drawn up in accordance with the EC Regulation is available on F&E's Internet pages or directly at https://transport.ec.europa.eu/transport-themes/eu-air-safety-list_en and can be viewed at F&E's offices.

14. passport, visa and health requirements

14.1 F&E shall inform the Customer/Traveler about general passport and visa requirements as well as health formalities of the country of destination, including the approximate deadlines for obtaining any necessary visas, prior to conclusion of the contract as well as about their possible costs and changes prior to departure.

14.2 The customer/traveler is responsible for obtaining and carrying the officially required travel documents, any required vaccinations and compliance with customs and foreign exchange regulations. Disadvantages arising from non-compliance with these regulations, e.g. payment of cancellation costs, shall be borne by the customer/traveler. This shall not apply if F&E has not provided information, or has provided insufficient or incorrect information.

14.3 F&E shall not be liable for the timely issuance and receipt of necessary visas by the respective diplomatic representation if the Customer/Traveler has commissioned F&E to make such arrangements, unless F&E has culpably breached its own obligations.

15. special regulations in connection with pandemics (in particular the Corona virus).

15.1 The parties agree that the agreed travel services shall always be provided by the respective service providers in compliance with and in accordance with the official requirements and conditions applicable at the time of travel.

15.2 The Client/Traveler agrees to observe any appropriate usage regulations or restrictions of the service providers (e.g. 3G regulation) when using travel services. F&E will inform the customer/traveler of any participation or access restrictions prior to booking. The customer/traveler is responsible for compliance with these regulations; any additional costs for tests are to be borne by the customer/traveler. In the event of typical symptoms of illness occurring, the Customer/Traveler must immediately notify F&E and the service provider. The above provisions shall not affect the rights of the customer under § 651i BGB.

16. alternative dispute resolution; choice of law and jurisdiction agreement

16.1 With regard to the Consumer Dispute Resolution Act, F&E points out that F&E does not participate in a voluntary consumer dispute resolution. If consumer dispute resolution becomes mandatory for F&E after these Terms and Conditions have gone to print, F&E will inform consumers of this in an appropriate manner. F&E refers to the European online dispute resolution platform <https://ec.europa.eu/consumers/odr/> for all travel contracts concluded in electronic legal transactions. 16.2 For Customers/Travelers who are not nationals of a member state of the European Union or Swiss citizens, the exclusive application of German law is agreed for the entire legal and contractual relationship between the Customer/Traveler and F&E. Such Customers/Travelers may sue F&E exclusively at F&E's place of business.

16.3 The place of jurisdiction for actions brought by R&D against Customers/Travelers or contractual partners of the Package Travel Contract who are merchants, legal entities under public or private law or persons whose place of residence or habitual abode is abroad, or whose place of residence or habitual abode is unknown at the time the action is brought, shall be the place of the registered office of F&E.

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