

General Terms and Conditions - Tour operator

1. Scope of application and definitions

1.1 A tour operator is an entrepreneur who either directly or through another entrepreneur or jointly with another entrepreneur arranges package tours (as defined in § 2 para 2 PRG) and contractually agrees or offers them (cf. § 2 para 7 PRG). The tour operator shall provide its services per the statutory provisions, in particular the Package Travel Act (PRG), as well as the Package Travel Ordinance (PRV) with the due diligence of a prudent entrepreneur. An entrepreneur is any natural or legal person who is an entrepreneur according to § 1 KSchG (cf. § 2 para 9 PRG).

In the following, tour operator means the company EuroYachting GmbH.

1.2 The General Terms and Conditions shall be deemed to be agreed upon if they have been transmitted - before the traveler is bound to a contract by a contractual statement - or if the traveler has been able to view their content. They supplement the package travel contract concluded with the traveler. If the traveler books for third parties (co-travelers), he thereby confirms that he has been authorized by these third parties to obtain an offer for them, to agree on the general terms and conditions for them and to conclude a package travel contract for them. The traveler who makes a booking for him/herself or a third party shall thus be deemed to be the principal and, by analogy, within the meaning of § 7 para 2 PRG, shall assume the obligations arising from the contract with the tour operator (payments, withdrawal from the contract, etc.), unless otherwise agreed.

1.3 A traveler is any person who intends to conclude a contract subject to the provisions of the Package Travel Act (e.g. package travel contract) or who is entitled to use travel services based on such a contract.

1.4 The catalog and the homepage of the tour operator serve as mere advertising media. The package tours and other services presented therein do not constitute offers (cf. 2.2.).

1.5 A package travel contract is a contract concluded between the tour operator and the traveler for a package tour.

1.6 The tour price shall be understood as the amount to be paid by the traveler specified in the package tour contract.

1.7 A person with reduced mobility is, analogously to Art. 2 lit an of Regulation 1107/2006 (Rights of Disabled Passengers and Passengers with Reduced Mobility), a person with a physical disability (sensory or motor, permanent or temporary) that restricts the use of elements of the package (e.g. use of a means of transport, accommodation) and requires adaptation of the services to be agreed to the special needs of this person.

1.8 Unavoidable and extraordinary or unforeseeable circumstances are incidents/events/circumstances beyond the sphere/control of the person invoking them and the consequences of which could not have been avoided even if all reasonable precautions had been taken (e.g. acts of war, serious impairments of security such as terrorism,

outbreaks of serious diseases, natural disasters, weather conditions preventing safe travel, etc.) (Cf. § 2 para 12 PRG).

2. Tasks of the tour operator

2.1 Based on the information provided by the traveler, the tour operator shall prepare travel proposals for the traveler. These are non-binding and are therefore not yet offers within the meaning of § 4 PRG. If no travel proposals can be made based on the information provided by the traveler (no variants, no services, etc.), the tour operator shall point this out to the traveler. The travel proposals are based on the information provided by the traveler, which is why incorrect and/or incomplete information provided by the traveler - in the absence of clarification by the traveler - can form the basis of the travel proposals. When making travel suggestions, for example (without any claim to completeness), the amount of the price, professional competence of the service provider, discounts, the best price principle and others may be used as parameters.

2.2 If the traveler has a concrete interest in one of the travel proposals submitted to him by the tour operator, then the tour operator shall prepare a travel offer based on the travel proposal following the requirements of § 4 PRG, insofar as these are relevant for the trip. The travel offer prepared by the tour operator binds the tour operator. Changes to the pre-contractual information contained in the travel offer due to changes in prices and services are possible, provided that the tour operator has reserved the right to do so in the travel offer, and that it informs the traveler clearly, understandably and unambiguously about the changes before the conclusion of the package travel contract and that the changes are made in agreement between the traveler and the tour operator (cf. § 5 para 1 PRG). A contract between the tour operator and the traveler is concluded when the travel offer is accepted by the traveler (= contract declaration of the traveler).

2.3 The tour operator advises and informs the traveler based on the information provided by the traveler to the tour operator. The tour operator shall present the package tour requested by the traveler to the best of his knowledge, taking into account the customary conditions of the respective country/destination as well as any special features associated with the package tour (e.g. expedition tours). There is no obligation to provide information about generally known circumstances (e.g. topography, climate, flora and fauna of the destination requested by the traveler, etc.), insofar as, depending on the type of package tour, there are no circumstances that require separate clarification or insofar as clarification about circumstances is not necessary for the provision and the course or performance of the services to be agreed. In principle, it must be taken into account that the traveler consciously chooses a different environment and the standard, furnishings, food (especially spices) and hygiene are based on the respective regional standards/criteria common for the destination country/place.

2.4 The tour operator shall inform the traveler following § 4 PRG before the traveler is bound to a package travel contract by a contractual statement:

2.4.1 About the existence of package travel using a standard information sheet according to § 4 para 1 PRG. In addition, the standard information sheet for package tours can generally

be viewed - if available and printed or uploaded - in the catalog or on the tour operator's website.

2.4.2 Whether the package tour to be arranged is generally suitable for persons with reduced mobility (cf. 1.6.), provided that this information is relevant for the package tour in question (section 4(1)(h) PRG).

2.4.3 To inform the traveler about the general passport and visa requirements of the country of destination, including the approximate deadlines for obtaining visas and for completing health formalities (section 4(1)(6) PRG), provided that this information is relevant to the package tour in question. Upon request, the tour operator shall provide information on foreign exchange and customs regulations. In addition, general information on passport and visa requirements, health formalities and foreign exchange and customs regulations can be obtained by travelers with Austrian citizenship by selecting the desired destination country at <https://www.bmeia.gv.at/reise-aufenthalt/reiseinformation/laender/> - or by EU citizens from their respective representative authorities.

It is assumed to be known that a valid passport (e.g. not expired, not reported as stolen or lost, etc.) is generally required for travel abroad, and the traveler is responsible for its validity. The traveler is responsible for complying with any health formalities communicated to him/her. The traveler is responsible for obtaining the necessary visa unless the tour operator or travel agent has agreed to provide one.

2.5 Special requests of the traveler in the sense of customer wishes (e.g. sea view), are in principle non-binding and do not give rise to any legal claim, as long as these wishes have not been confirmed by the tour operator in the sense of a specification of the traveler per § 6 para 2 Z 1 PRG. If confirmation is made, a binding service commitment exists. The acceptance of customer requests by the tour operator is merely a commitment to forward them to the specific service provider or to clarify their feasibility and is not a legally binding commitment as long as it has not been confirmed by the tour operator.

3. Services booked on-site

3.1 Services booked locally with third parties other than the tour operator or service providers not attributable to the tour operator are not binding for the tour operator and its obligation to perform and are not attributable to the tour operator unless these services have been expressly confirmed/authorized by the tour operator.

4. Obligation of the traveler to inform and cooperate

4.1 The traveler has to inform the tour operator in time, completely and truthfully of all personal (e.g. date of birth, nationality, etc.) and factual (e.g. planned import/bringing of medication, prostheses, animals, etc.) information required and relevant for the package tour. The traveler has to inform the tour operator about all circumstances in his person or that of fellow travelers (e.g. allergies, food intolerance, no travel experience, etc.) and about his or his fellow travelers' special needs, in particular about any existing limited mobility or state of health and other restrictions, which may be relevant for the preparation of travel

offers or for the preparation or implementation of a package tour with the services to be agreed.

4.2 The traveler is obligated to check all contractual documents transmitted by the tour operator (e.g. package tour contract, booking confirmation, vouchers, vouchers) for factual accuracy to his information/data and for any discrepancies (spelling mistakes; e.g. name, date of birth) as well as incompleteness and in case of inaccuracies/discrepancies/incompleteness to immediately notify the tour operator for correction - whereby the written form is recommended for reasons of evidence. Any additional expense incurred as a result, if this additional expense is based on incorrect information provided by the traveler, shall be borne by the traveler, whereby the fee shall be at least € 50.

4.3 The tour operator shall bear the costs for the necessary accommodation for a maximum of three nights in the event of the impossibility of the contractually agreed return transport of the traveler due to unavoidable and extraordinary circumstances. This does not apply to passengers with reduced mobility (as defined in Article 2(a) of Regulation (EC) No 1107/2006 concerning the rights of disabled persons and persons with reduced mobility when traveling by air) and their fellow passengers, to pregnant passengers, to unaccompanied minors and passengers requiring special medical assistance, provided that the aforementioned persons notify the tour operator of their special needs, which did not exist or need to be known to them at the time of booking, 48 hours before the start of the trip.

4.4 according to § 11 para 2 PRG, the traveler must report any perceived lack of conformity with the agreed travel services immediately and in full, including a concrete description of the lack of conformity/defect, so that the tour operator can be put in a position to correct the lack of conformity - insofar as this is possible or feasible depending on the individual case - taking into account the respective circumstances (e.g. time difference, inability to travel, etc.). The traveler is recommended to contact the tour operator to enable the tour operator to remedy the breach of contract on-site - if this is possible or feasible in each case - taking into account the respective circumstances (e.g. time difference, the impossibility of contact in the case of an expedition trip, availability of an alternative or an exchange/improvement option, etc.) and any associated expenses (e.g. cleaning a replacement room, finding a replacement hotel, etc.). The traveler is recommended to use the written form, in particular for reasons of evidence, and to report the lack of conformity to the representative of the tour operator on-site, or, if such a representative is not available and/or not contractually owed, directly to the tour operator under the emergency number provided in the package travel contract.

In the event of failure to report a breach of contract, this will affect any warranty claims of the traveler, if remedy on site would have been possible and a report would also have been reasonable. The failure to report a lack of conformity can also be considered contributory negligence (§1304 ABGB) according to §12 Abs 2 PRG concerning claims for damages. Notification of a lack of conformity does not constitute a commitment to perform on the part of the tour operator.

4.5 The traveler is obligated to pay the travel price agreed upon in the package travel contract on time and in full according to the payment terms. In the event of late or

incomplete payment of the deposit or balance, the tour operator reserves the right, after issuing a reminder and setting a grace period, to declare the withdrawal from the contract and to claim any additional damages, irrespective of the lump sum compensation due.

4.5 The traveler is obligated to pay the travel price agreed upon within the framework of the package travel contract following the terms of payment in due time and in full. In the event of late or incomplete payment of the deposit or balance, the tour operator reserves the right, after issuing a reminder and setting a grace period, to declare the withdrawal from the contract and to claim any additional damages, irrespective of the lump sum compensation due.

4.6 In the event of the assertion and receipt of payments from claims for damages or price reductions within the meaning of § 12 para 5 PRG (e.g. 4.7 The traveler shall fully and truthfully inform the travel agent or tour operator of this circumstance in the event of the assertion and receipt of payments from claims for damages or price reductions within the meaning of § 12 para. 5 PRG (e.g. compensation paid according to Art. 7 Passenger Rights Regulation) or in the event of the receipt of other payments and services from service providers or third parties, which are to be offset against the traveler's claims for damages or price reductions against the tour operator (e.g. payments from the hotel).

4.7 The traveler must mitigate damages in the event of a breach of contract (§1304 ABGB).

4.8 If the traveler is not satisfied with the measures taken by the tour operator, he/she must report this to office@euro-yachting.com within 21 days after his/her return, stating the booking number and all relevant information. EuroYachting GmbH will acknowledge receipt of the written communication within seven days and will endeavor to provide the Traveler with a detailed response within 28 days.

4.9 The traveler must handle the yacht according to the specifications and agreements of the yacht charter partner of EuroYachting GmbH (Vito Nautika) and must pay particular attention to the following points:

4.10. Have the yacht ready for check-out at the agreed return location already 1-2 hours before the time agreed with EuroYachting GmbH (ACI Marina Pomer).

4.11. The passenger shall keep the yacht in sufficient proximity to the return port in the last 24 hours before the end of the voyage to ensure timely arrival even in adverse circumstances (bad weather). Weather conditions do not affect the obligation to return the yacht on time unless there is a case of unforeseeable force majeure. In case of foreseeable delay of the return, Vito Nautika must be informed immediately.

4.12. The Passenger shall treat the Yacht and equipment as his property with care and according to the rules of good seamanship.

4.13. The yacht may be entered by the passengers only with suitable, clean and non-marking boat shoes.

4.14. The passenger shall refrain from taking on board more persons than permitted or agreed and thus mentioned in the crew list.

4.15. The passenger is not allowed to make any changes to the vessel and equipment unless this serves to prevent imminent damage or has been agreed upon in advance with Vito Nautika.

4.16. The passenger may not carry animals, undeclared dutiable goods or dangerous goods or substances, participate in regattas or use the yacht commercially (e.g. for training purposes, transport of goods or persons) without prior written consent by EuroYachting GmbH.

4.17. The contracted sea area may only be left with the express consent of Vito Nautika. Vito Nautika has the right, in case of unsafe or unusual navigation conditions, to justifiably further limit this sea area in terms of space or time (e.g. to declare a night navigation ban).

5. Insurance

5.1 As a general rule, it should be noted when traveling on vacation that no valuable items, important documents, etc. should be taken on board. In the case of important documents, it is recommended that copies be made and used - insofar as their use is permitted. Theft of valuables cannot be ruled out and is generally to be borne by the traveler himself, as a realization of the general risk of life.

5.2 It is recommended to take out insurance (travel cancellation insurance, travel interruption insurance, luggage insurance, travel liability insurance, foreign travel health insurance, delay protection, personal protection, etc.), which guarantees sufficient coverage from the date of the package travel contract until the end of the package tour.

6. Booking/Conclusion of Contract/Payment

6.1 The package tour contract is concluded between the traveler and the tour operator when there is agreement on the essential elements of the contract (price, service and date) and the traveler accepts the tour operator's offer. This results in rights and obligations for the tour operator and the traveler.

6.2 The traveler shall - unless otherwise agreed - transfer a deposit of 20% of the travel price to the account specified in the package travel contract within 60 days of receipt of the package travel contract, but no earlier than 11 months before the end of the package.

6.3 If the contract is concluded within 20 days before departure, the entire travel price shall be transferred immediately upon receipt of the package travel contract to the account stated therein (or to the account disclosed by the travel agent).

6.4 If the traveler does not fulfill his payment obligations according to 6.2, the tour operator reserves the right, after sending a reminder with a deadline, to declare the withdrawal from the contract and to claim damages according to the compensation flat rates.

7. Persons with reduced mobility

7.1 Whether a package tour is specifically suitable for persons with reduced mobility must be clarified on a case-by-case basis, taking into account the nature and extent of the reduced mobility, the character of the package tour (e.g. adventure trip, study trip, city break, etc.), the country/destination, the means of transport (e.g. bus, plane, ship, etc.), as well as the accommodation (e.g. hotel, alpine hut, tent, etc.). Persons with reduced mobility must therefore ask the tour operator whether the desired package tour is suitable for them in the specific case. The suitability of a package holiday in a specific case for persons with reduced mobility does not mean that all the services included in the package holiday contract can be used without restriction by the person with reduced mobility (e.g. a hotel complex may have suitable rooms and other areas for persons with reduced mobility. However, this does not mean that the entire facility (e.g. use of the pool, etc.) is suitable for persons with reduced mobility).

7.2 The tour operator may refuse the booking of a package tour by a person with reduced mobility, if the tour operator and/or one of its agents, after a careful assessment of the specific requirements and needs of the traveler, conclude that the traveler cannot be transported/accommodated safely and following safety regulations or consider that the specific package is not suitable for the traveler.

7.3 The tour operator and/or one of its agents (e.g. airline, hotel, etc.) reserves the right to refuse to transport/accommodate a traveler who has failed to sufficiently notify the tour operator of his/her reduced mobility and/or special needs following 4.1. and/or 4.3. of the GTC to enable the tour operator and/or agent to assess the possibility of safe and organizationally feasible transport/accommodation.

7.4 The tour operator reserves the right to refuse participation in the package tour for safety reasons to travelers who, in the opinion of the tour operator and/or one of the agents (e.g. airline, hotel, etc.), are not fit to travel or are not suitable for the package tour due to the itinerary, travel destination, etc., or pose a danger to themselves or others during the package tour.

8. Substitute person

8.1 according to § 7 PRG, the traveler has the right to transfer the package tour contract to another person who fulfills all contractual conditions and is also suitable for the package tour (criteria may include, for example, gender, the (non-)presence of pregnancy, state of health, required vaccinations/sufficient vaccination protection, special knowledge and skills, visas, valid entry documents, the absence of an entry ban, etc.). If the other person does not meet all the conditions of the contract or is not suitable for the package tour, the tour operator may object to the transfer of the contract. The tour operator shall be informed of the transfer of the contract on a durable medium (e.g. paper, email) within a reasonable period of 14 days, but no later than seven days before the start of the trip.

For the transfer of the package travel contract, no minimum manipulation fee is payable, unless additional costs are incurred.

The traveler who transfers the package travel contract and the person who enters into the contract are jointly and severally liable to the tour operator for the outstanding amount of the travel price and the minimum manipulation fee, as well as for any additional costs incurred.

9. Price changes before the start of the journey

9.1 The tour operator reserves the right in the package travel contract to make price changes after the conclusion of the package travel contract no later than 20 days before the start of the package. The tour operator shall notify the traveler of the price increase (including calculation) at the address last provided by him in a clear, comprehensible and unambiguous manner on a durable medium (e.g. paper, email) no later than 20 days before the start of the package tour, stating the reasons.

9.2 Price changes are permitted in the event of changes to the following costs after the conclusion of the contract:

- 1) costs of passenger transportation as a result of the cost of fuel or other energy sources;
- 2) the amount of taxes and duties payable for the contractually agreed travel services, such as sojourn taxes, landing fees, embarkation or disembarkation fees at ports, corresponding fees at airports, and fees for services at ports or airports;
- 3) the exchange rates applicable to the package tour.

9.3 In the event of an increase of more than 8% of the tour price (as defined in § 8 PRG), 10.4 shall apply. The traveler has the choice of accepting the increase as a change to the contract, agreeing to participate in a substitute trip - if offered - or withdrawing from the contract without being obligated to pay a lump sum compensation. Insurance premiums already paid cannot be refunded to the traveler.

10. Changes to the service before the start of the trip

10.1 The tour operator may make insignificant changes to services before the start of the trip, provided he has reserved this right in the contract. The tour operator or the travel agent, if the package tour was booked through such an agent, shall inform the traveler of the changes clearly, comprehensibly and distinctly on a permanent data carrier (e.g. paper, email) at the address last provided by him.

10.2 Insignificant changes are - whereby this is to be checked in each case - minor, objectively justified changes that do not significantly change the character and/or the duration and/or the service content and/or the quality of the booked package tour. Immaterial changes include changing the yacht to a model of similar size (within 2 feet = 61 cm) with the same number of cabins or changing the base station in the same or a similar sailing area.

10.3 Significant changes may be a significant reduction in the quality or value of travel services that the tour operator is forced to make if the changes affect essential features of

the travel services and/or have an impact on the package and/or travel arrangements. Whether a change or reduction in the quality or value of travel services is significant must be assessed on a case-by-case basis, taking into account the nature, duration, purpose and price of the package tour as well as the intensity and duration and causality of the change and, if applicable, the reproachability of the circumstances that led to the change.

10.4 If the tour operator is forced to make significant changes in the above sense of those essential features of the travel services that constitute the character and purpose of the package tour (cf. § 4 para 1 no. 1 PRG) according to § 9 para 2 PRG, or if it cannot meet the requirements of the traveler expressly confirmed by the tour operator, or if it increases the total price of the package tour by more than 8% according to the provisions of § 8 PRG, the traveler may - within a reasonable period set by the tour operator,

- agree to the proposed changes, or
- agree to participate in a substitute tour, if offered by the tour operator, or
- withdraw from the contract without paying any compensation.

Therefore, in the cases just mentioned, the tour operator shall inform the traveler of the following in a clear, comprehensible and distinct manner on a durable medium (e.g. paper, email) at the address last notified by the traveler:

- the changes in the travel services and, if applicable, their impact on the price of the package tour
- the reasonable period within which the traveler shall inform the tour operator of his decision, as well as the legal effect of not making a statement within the reasonable period
- if applicable, the package tour is offered as a substitute and its price.

The traveler is recommended to use the written form for his declaration. If the traveler does not make a statement within the time limit, this shall be deemed to be consent to the changes.

10.5 The traveler is advised not to make any travel arrangements to your marina of departure and any connecting travel arrangements that are non-refundable, unchangeable or subject to change, and likewise not to incur any costs for visas or vaccinations until the booking is confirmed. Should the traveler nevertheless make such arrangements and they lapse because the itinerary has changed, EuroYachting GmbH cannot be held liable for the costs incurred.

11. Itinerary/changes

11.1 Due to e.g. environmental and weather influences (e.g. rain, wind, avalanches, mudslides etc.), natural disasters (e.g. earthquakes, floods, hurricanes etc.), border closures, government orders, traffic jams, flight time changes, terrorist attacks, power outages, short-term changes in opening hours etc., the advertised or contractually agreed route may be

deviated from, stations of the round trip may be postponed or brought forward, planned sightseeing may be omitted or changed. In these cases, the tour operator will make every effort to offer equivalent alternatives or to make up for any omitted parts elsewhere.

12. Warranty

12.1 If there is a lack of conformity with the contract because an agreed travel service has not been provided or has been provided defectively (=in conformity with the contract), the tour operator shall remedy the lack of conformity with the contract unless the traveler or his fellow travelers (e.g. family members) cause it themselves and/or do not violate their obligations to cooperate and/or the remedy is not thwarted by the traveler and/or the remedy would not be impossible or would involve disproportionate costs. The traveler must set the tour operator an appropriate deadline for the rectification of the lack of conformity, whereby the appropriateness of the deadline is to be assessed in each case, based on the type/purpose/duration of the package tour, the reported lack of conformity, the time of the report (e.g. late in the evening, etc.), as well as the time resources required to procure a replacement, e.g. an object (relocation, etc.). A deadline must be set vis-à-vis the representative of the tour operator on-site, or if such a representative is not available and/or not contractually owed, vis-à-vis the tour operator under the emergency number communicated in the package tour contract.

12.2 If the traveler fails to comply with his duty of notification according to section 4.4 or his duty to cooperate (e.g. to look at a substitute yacht offered by the tour operator or to pack his bags for a change of yacht etc.), or if he fails to inform the tour operator of the emergency number stated in the package tour contract, the tour operator shall be entitled to claim damages. 12.3 If the traveler does not comply with the obligation to cooperate (e.g. to look at a substitute yacht offered by the tour operator or to pack his suitcases for a yacht change, etc.) or if he sets an unreasonably short time limit for the tour operator to remedy the lack of conformity or if he does not support the tour operator within the scope of what is reasonable in remedying the lack of conformity or if he refuses the substitute services offered by the tour operator for remedying the lack of conformity without legal reason, the traveler shall bear the adverse legal consequences.

12.3 If the tour operator does not remedy the lack of conformity within a reasonable period, the traveler may remedy the situation himself and demand compensation from the tour operator for the necessary expenses (see § 11 para 4 PRG). The principle of the duty to minimize damage applies, i.e. the damage incurred (e.g. costs for substitute performance) is to be kept as low as possible, whereby the duration, value and purpose of the trip are to be taken as a basis. In addition, an objective view of the lack of conformity with the contract shall be taken.

12.4 If a significant part of the agreed travel services cannot be provided following the contract, the tour operator shall offer the traveler, without additional costs, if this is possible due to the circumstances and conditions (on-site) (impossibility e.g. if only a hotel in the booked category is available), reasonable other arrangements (substitute service) for the continuation of the package tour, which, if possible, are qualitatively equivalent or of higher value to the contractually agreed services. If the other arrangements offered by the tour operator may result in a lower quality of the package tour compared to the contractually

agreed services (e.g. half board instead of all-inclusive), the tour operator shall grant the traveler a reasonable price reduction. The traveler may reject the proposed other arrangements only if they are not comparable to the services agreed in the package travel contract or if the price reduction granted is not reasonable. In the event of rejection, the traveler must demonstrate that the other arrangements offered by the tour operator are not equivalent/comparable to the services agreed in the package travel contract and/or that the price reduction offered is not adequate.

12.5 If the lack of conformity has a significant impact on the performance of the package tour within the meaning of point 10.3 and if the tour operator does not remedy the lack of conformity within a reasonable period set by the traveler taking into account the circumstances and lack of conformity (cf. 12.1.), the traveler may, if the continuation of the package tour is not reasonable for him based on the average traveler, withdraw from the package tour contract without paying compensation and, if necessary, make warranty and damage claims under § 12 PRG. If the traveler withdraws from the package travel contract, he or she should be aware that this involves a certain risk, since both the materiality of the effects of contractual violations and the reasonableness of continuing the trip are to be assessed in the subjective individual case (by a judge) and the result of this assessment may differ from the traveler's perception. If no other arrangements can be offered following item 12.4 or if the traveler rejects the other arrangements offered following 12.4, the traveler shall be entitled to warranty claims and claims for damages following § 12 PRG even without termination of the package travel contract in the event of a lack of conformity. In the event of rejection, the traveler must demonstrate that the other arrangements offered by the tour operator are not equivalent/comparable to the contractually agreed services and/or that the price reduction offered is insufficient.

12.6 If services cannot be provided due to unavoidable and extraordinary circumstances and the tour operator nevertheless does not withdraw from the package tour (cf. 16.1.) but offers substitute services, 40% of any additional costs incurred as a result shall be borne by the traveler.

13. Withdrawal of the traveler before the start of the trip

13.1 The traveler may withdraw from the package tour contract before the start of the package tour - without paying any compensation:

13.2. if at the place of destination or in its immediate vicinity, this being assessed on a case-by-case basis, taking into account the content of the contract and the radiance of the relevant circumstance which entails the risk, unavoidable and extraordinary circumstances arise which significantly affect the performance of the package tour or the carriage of persons to the place of destination as defined in 11.3. If the traveler withdraws from the contract in such cases, he is entitled to full reimbursement of all payments made for the package tour, but not to additional compensation (cf. § 10 para 2 PRG).

13.3 The traveler may withdraw from the package tour contract after the start of the package tour in the case of item 12.5 without paying a lump sum compensation.

14. withdrawal of the traveler with payment of a compensation lump sum

14.1 The traveler is entitled to withdraw from the contract at any time upon payment of a compensation lump sum (cancellation fee). The Traveler or a member of the travel group may cancel the reservation in writing at any time by sending an e-mail to office@euro-yachting.com or a registered letter to Lessingstr. 6, 5020 Salzburg, AUSTRIA. If the cancellation is announced by mail, the traveler should make sure by phone that EuroYachting GmbH has received the e-mail. The cancellation period is counted from the date of receipt of the written notice by EuroYachting GmbH.

14.2 The compensation lump sum is in a percentage related to the travel price and depends on the amount at the time of the cancellation as well as on the expected saved expenses and income from other use of the travel services. If the lump sum compensation is unreasonable, it may be reduced by the court.

14.3 Depending on the type of package tour, the following flat compensation rates per person apply:

- for cancellations up to 90 days before the start of the trip: 25% of the trip price
- for cancellations from the 90th to the 61st day before the start of the trip: 60 % of the trip price
- for cancellations within the last 60 days before departure: 100 % of the tour price.

14.4 In case of changes within 14 days before the date of arrival, all optional booked extras, such as water sports equipment, barbecue, etc., cannot be refunded.

14.5 In no case the responsibility for components of the trip, which were booked by the traveler on his responsibility, such as airline tickets, will be accepted.

15. No-show

15.1 No-show is when the traveler stays away from the departure because he lacks the will to travel or if he misses the departure due to an act attributable to him or due to a coincidence that happened to him. If it is also clear that the traveler can no longer or does not want to use the remaining travel services, he has to pay the following compensation lump sum: 100% of the travel price.

16. Withdrawal of the tour operator before the start of the trip

16.1 The tour operator may withdraw from the package tour contract before the start of the package tour if he is prevented from fulfilling the contract due to unavoidable and extraordinary circumstances and his notice of withdrawal is received by the traveler at the last delivery/contact address given by him without delay, at the latest before the start of the package tour (cf. § 10 para 3 lit b PRG).

16.2 If the tour operator withdraws from the package tour contract according to 16.1, it shall refund the travel price to the traveler, but shall not be required to pay any additional compensation.

17. Withdrawal of the tour operator after the start of the package tour

17.1 The tour operator shall be released from the performance of the contract without the obligation to refund the tour price if the traveler impedes the performance of the package tour by grossly improper behavior (such as alcohol, drugs, failure to comply with a smoking ban, disregard of certain dress codes e.g. when visiting religious sites or taking meals, criminal behavior, disruptive behavior towards fellow travelers, failure to comply with the instructions of the tour guide, such as regularly arriving late, etc.), regardless of a warning, so that the course of the trip or fellow travelers are disturbed and hindered to an extent that is likely to impair the vacation of third parties or fellow travelers or frustrate the purpose of the trip. In such a case, the traveler is obliged to compensate the tour operator for the damage.

18. General life risk of the traveler

18.1 A package tour usually entails a change in a familiar environment. An associated realization of the general risk of life of the traveler such as (without claim to completeness), stress, nausea (e.g. due to climatic changes), fatigue (e.g. due to a humid and muggy climate), digestive problems (e.g. due to unfamiliar spices, food, etc.) and/or a realization of any risk to the traveler's health (e.g. because the traveler is not accustomed to a certain climate). 18.2. If the traveler does not take part in the trip, the tour operator shall not be responsible for the consequences of the trip (e.g. due to unfamiliar spices, food, etc.) and/or the realization of any risk associated with the trip, such as (without claim to completeness) earache during diving trips, altitude sickness during trips to high altitudes, seasickness during cruises, etc.

18.2 If the traveler does not use services that were properly offered to him for the above reasons or declares withdrawal from the contract for such a reason, he is not entitled to assert warranty claims or claims for recovery of unused parts of travel services.

18.3 Should the traveler require medical assistance in hospitals or doctors' offices during the trip, EuroYachting GmbH informs at this point that the above-mentioned medical facilities may have different standards from hospitals or doctors' offices in the traveler's home country. Furthermore, it may happen that the treating medical staff does not speak fluent German or English and does not have the same standard of education as the medical staff in the home country of the traveler.

19. Liability

19.1 If the tour operator or its service providers culpably violate the obligations of the tour operator arising from the contractual relationship with the traveler, the tour operator is obligated to compensate the traveler for the resulting damage.

19.2 The tour operator is not liable for personal injury, property damage and financial loss of the traveler, which arise in connection with booked services, provided that they are

- represent a realization of the general risk of life of the traveler or a general risk associated with the package tour, if any, which falls within the sphere of the traveler;
- are attributable to the fault of the traveler;
- are attributable to a third party not involved in the provision of the travel services covered by the package travel contract and the lack of conformity was neither foreseeable nor avoidable; or
- are due to unavoidable and extraordinary circumstances.

19.3 For property damage and financial losses of the traveler, which are due to unforeseeable and/or unavoidable circumstances, which the tour operator could not expect, as well as for excusable mistakes up to negligence, the liability is based on Art 13 of Directive (EU) 2015/2302 (Package Travel Directive) following § 6 Abs 1 Z. 9 KschG limited to three times the travel price.

19.4 The traveler must comply with laws and regulations, instructions and orders of local staff, as well as bans and prohibitions (e.g. bathing ban, diving ban, etc.). In the event of non-compliance by the traveler incurred damage.

19.5 The passenger is liable for all damage culpably caused by him or his fellow passengers to third parties as well as to the yacht, its equipment or accessories, in particular also for such damage, which is due to faulty operation or defective maintenance (if and as far as your task) of the aggregates on board.

19.6 The costs of repairing material damage to the chartered yacht or equipment culpably caused by the passenger or his fellow passengers shall be borne by the passenger only up to the amount of the deposit (point 26.).

19.7 The Passenger shall not be liable for depreciation due to normal wear and tear (e.g. open seams on sails) or for damage for which the Passenger and his fellow passengers are not at fault.

19.8 The skipper provided by EuroYachting GmbH is responsible for the management of the yacht and is liable for damage caused exclusively by him, but not for damage caused by the passenger and/or his fellow passengers.

19.9 The tour operator is not liable for the provision of a service which has not been promised by him or which has been additionally booked by the traveler himself after the start of the trip with third parties or service providers not attributable to the tour operator. This also applies to recommendations by the crew.

20. Assertion of claims

20.1 To facilitate the assertion and verification of alleged claims, the traveler is recommended to obtain written confirmation of the non-performance or defective performance of services or to secure receipts, evidence, and witness statements.

20.2 Warranty claims can be asserted within 2 years. Claims for damages shall become time-barred after 3 years.

20.3 In the interest of the traveler, it is recommended that claims be asserted directly to the tour operator or through the travel agent immediately after the return from the package tour, in full and with specific details, since with increasing delays there are, difficulties in providing evidence are to be expected.

21. Delivery - electronic correspondence

21.1 The last address given to the tour operator (e.g. email address) is considered the delivery/contact address of the traveler. Changes are to be communicated by the traveler immediately. It is recommended to the traveler to use the written form.

22. Provision of information to third parties

22.1 Information about the names of travel participants and the whereabouts of travelers will not be provided to third parties, even in urgent cases, unless the traveler has expressly requested that information be provided and the authorized person is disclosed at the time of booking. The costs incurred by the transmission of urgent messages shall be borne by the traveler. Therefore, travelers are advised to inform their relatives of the exact vacation address.

23. Agreed services

23.1 If Vito Nautika does not make the yacht available at the latest 4 hours after the contractually agreed time, the Passenger shall be entitled to a pro-rata reduction of the charter price for the downtime per day or part thereof.

23.2 The same applies accordingly during the duration of the trip in the event of damage or defects, regardless of the fault of EuroYachting GmbH, unless these were culpably caused by the passenger himself. The passenger has to accept a limitation of use of the yacht of up to 4 hours per damage event without reimbursement. A limitation of use exists from the time when the passenger is significantly restricted in the use of the yacht due to a defect and/or repair. A reasonable change in the planned itinerary (to allow for repairs) and/or a repair, during the otherwise usual port berthing times, does not constitute a restriction of use.

23.3 The Traveler may also choose to withdraw from the contract with full reimbursement of payments made if more than 24 hours have elapsed since the agreed handover date.

23.4 In case of negative deviations of the yacht, whose equipment or accessories deviate from the contractually agreed condition (defects), the traveler is entitled to a reasonable reduction of the charter price, but to withdraw only if the yacht is thereby impaired in its seaworthiness or if correct navigation using usual navigation methods is objectively significantly impeded and thereby the dangers to the safety of the ship and crew increase not only insignificantly.

23.5 The specified all-on-board catering includes any food prepared by the cook on board as well as all non-alcoholic beverages and alcoholic beverages.

23.6 Additional costs not included in the price of the cruise are to be paid separately by the passenger. This includes any food consumed outside the yacht, external experiences and activities, fuel for the catamaran, mooring fees for marinas and marinas, travel cancellation insurance and the cost of travel.

24. Taking back the yacht

24.1 The Passenger shall hand over the yacht to Vito Nautika ready to sail, in stowed condition according to the checklist, cleaned inside as well as outside (broom clean, unless otherwise agreed), with connected gas bottle and reserve bottle and full fuel tank. EuroYachting GmbH is entitled to replace used and not refilled material (e.g. fuel) at the expense of the traveler and to determine the costs for this as a lump sum.

24.2 Both parties shall jointly check the condition of the vessel and the completeness of the equipment. Already in case of suspicion of damage to the yacht, the Passenger shall notify Vito Nautika thereof and immediately report lost, damaged or non-functional equipment upon return. Together with Vito Nautika, the Passenger shall draw up a list of defects and losses and then, based on this list and the checklist, draw up a protocol, which shall be binding once signed by both parties.

24.3 If Vito Nautika refuses to draw up an acceptance protocol or does not carry out the acceptance at the latest 2 hours after the contractually agreed time of return, the yacht shall be deemed to have been handed over free of defects. After this time, objections can no longer be successfully asserted. In particular, Vito Nautika shall not be entitled to withhold the deposit for any damage subsequently discovered.

25. Damages

25.1 Damages of any kind and their consequences, collisions, averages, inability to maneuver, breakdowns, confiscation of the yacht or other special incidents have to be reported by the passenger to EuroYachting GmbH immediately. The passenger or the skipper must be reachable by radio or telephone for instructions or questions in case of damage.

25.2 If the damage cannot be repaired at the current berth, the skipper is obligated, upon request by EuroYachting GmbH, to call at another reasonable port or berth to carry out the repair or to return to the contractually agreed return location of the yacht ahead of time (if possible 24 hours before handover), if this is justifiable and reasonable under the circumstances.

25.3 The yacht is covered by hull insurance for property damage to the vessel and equipment. Personal injury caused by accidents on board, damage to objects carried by the passenger and the crew, as well as damage, caused intentionally or by gross negligence are not covered by the hull insurance, so in principle, EuroYachting GmbH is not liable for this, but the causer himself in case of the corresponding fault.

26. Deposit

26.1 For each voyage the traveler has to insure himself against damage or loss of the yacht and the equipment by paying a deposit (option 1) or by taking out deposit insurance (option 2). The deposit or the insurance policy must be paid in cash, by credit card or in advance by bank transfer at the latest when the yacht is handed over. If payment is made by credit card, please note that there may be an additional charge. The deposit will be debited at the daily exchange rate, so differences may occur.

26.2 During the voyage, the passenger shall be liable up to the amount of the deposit exclusively for damage to the yacht and its accessories, lost equipment and theft caused by the passenger or his fellow passengers, except in case of gross negligence (see point 19).

26.3 The deposit is due for immediate repayment upon return of the yacht and damage-free course of the voyage. This does not apply if the passenger refuses to sign a correct acceptance protocol or if it was agreed otherwise.

26.4 If any repair can or is to be carried out only at a later date and if it is foreseeable after estimation of the amount of damage that the expenses will amount to less than half of the deposited amount, at least the half share shall be due for repayment immediately.

27. Prices

27.1 In the unlikely event of an administrative error resulting in an incorrect price quote or offer price, EuroYachting GmbH reserves the right to correct it. Special offers are not combinable unless explicitly stated otherwise and may be withdrawn at any time.

28. Final provisions

28.1 GPS tracking of the yacht: the traveler agrees that the vessel's location and vessel data may be recorded using electronic systems ("tracking") and transmitted to the base, EuroYachting GmbH and in case of damage to the insurer. In all other respects, the data protection regulations of EuroYachting GmbH apply.

28.2 Oral promises or additional agreements are only effective for both parties after written confirmation.

28.3 Should any provision of this contract be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected thereby. In place of the invalid provision, a provision shall be deemed to have been agreed upon which comes as close as possible to the economic purpose intended by the parties. The same shall apply in the event of a contractual loophole.

28.4 Inquiries that reach EuroYachting GmbH more than eleven months in advance can only be accepted with a reservation concerning availability and prices. Either party may withdraw up to the time of booking confirmation without incurring any costs. Once the fleet planning is finalized, booking priority will be given to the Traveler.

28.5 EuroYachting GmbH is obliged to follow the local laws and regulations just like the traveler. These local laws and regulations include, but are not limited to, the obligation to self-isolate on board the yacht if the traveler develops symptoms of COVID-19. Please check State Department advisories for specific requirements for your destination - these are subject to change at any time without notice. Should the traveler be required to self-isolate on the yacht, the traveler will be liable to EuroYachting GmbH for the continuing voyage at the same daily rate of the confirmed booking, as well as any other costs incurred by EuroYachting GmbH for accommodation after the end of their booked voyage.