

## **GENERAL TERMS & CONDITIONS of ULAYA B.V.**

### Article 1 Applicability of these terms and conditions

1. The present terms and conditions apply to all offers, orders and agreements of Ulaya b.v., both with regard to the delivery of goods and with regard to the performance of work and the provision of services, unless expressly agreed otherwise in writing.
2. If the other party refers to its own general terms and conditions when concluding the agreement, Ulaya b.v. now for then, except in the case in which we expressly indicate in writing that we accept these terms and conditions.
3. The present terms and conditions also apply to the benefit of third parties, by whom Ulaya b.v. has the agreement executed in whole or in part.

### Article 2: Quotations

1. The quotations and prices of Ulaya b.v. are always completely without obligation. Images, descriptions in prospectuses and the like are always without obligation and bind Ulaya b.v. not.
2. Sending offers and/or brochures and/or documentation and/or price lists and the like oblige Ulaya b.v. not until delivery or acceptance of the order.
3. Ulaya b.v. reserves the right to refuse assignments and/or orders without stating reasons.

### Article 3: Agreement

1. The agreement is concluded by acceptance by the other party of the offer from Ulaya b.v..
2. After the agreement has been concluded, the other party will receive a reservation confirmation in writing or electronically.
3. The offer of Ulaya b.v. is without obligation and can be revoked if necessary. The revocation must take place as soon as possible after acceptance, stating the reasons. In that case, the other party is entitled to a refund of any monies paid.
4. Ulaya b.v. has the right to terminate the agreement with immediate effect if the number of registrations is less than the required minimum number as stated in the agreement, after which the part of the travel sum paid by the other party will be refunded.

5. The other party provides Ulaya b.v. before or at the latest when the agreement is concluded, all information about the travelers registered by him that may be important for the conclusion or the execution of the agreement. The other party also states details about the quality or composition of the group of travelers notified by it that may be important for the proper execution of the agreement by Ulaya b.v..
6. If the other party fails to comply with this information obligation, any costs will be charged to it.
7. The person who enters into an agreement on behalf of or for the benefit of another (the applicant) is jointly and severally liable for all obligations arising from the agreement.
8. The reservation linked to the agreement is valid for the number of people as stated on the reservation confirmation or voucher. Deviation from the number of persons stated in the agreement is only possible in consultation with Ulaya b.v..

#### Article 4: Prices and Payment

1. All prices of Ulaya b.v. are inclusive of VAT (travel agency arrangement), surcharges and taxes, unless stated otherwise. After the agreement has been concluded, the total agreed contract sum must be paid in advance.
2. Prices are subject to supplier price changes.
3. The rates for guides do not include entrance fees, lunch and consumption costs for the guides. The rates for the guides include telephone and transport costs as well as VAT and taxes where applicable.
4. In the event of late payment, the other party is in default. He is there by Ulaya b.v. in writing or electronically and then still has the option to pay the amount still due within five working days.
5. If payment is still not forthcoming, the agreement will be deemed to have been canceled on the day of default. Ulaya b.v. has the right to charge the cancellation costs owed for this. In that case, the provisions of Article 8 apply and the monies already paid will be settled with the cancellation fees.
6. If the other party does not fulfill a financial obligation towards Ulaya b.v. the statutory interest is owed on the amount still owed. He is also obliged to pay extrajudicial collection costs equal to 15% of the amount claimed.

## Article 5: Travel documents

1. The other party must be in possession of all required valid travel documents upon departure.
2. If the other party does not have the required travel documents, Ulaya b.v. no liability whatsoever.

## Article 6: Changes by the other party

1. After the agreement has been concluded, the other party may request an amendment thereof, on the condition that the amended contract sum is paid after deduction of the monies already paid. In addition, a change fee will be charged.
2. A decision on the request for change will be made as soon as possible.
3. Rejection will be given reasons and the other party will be notified without delay. The other party can maintain or cancel the original agreement. In the latter case, Article 7 applies. In the absence of a response from the other party to the rejection of its request, the original agreement will be executed.

## Article 7: Cancellation by the other party

1. If an agreement is cancelled, the other party owes the following cancellation costs in addition to the booking costs owed (unless stated otherwise in the agreement):
  - a. With regard to Hotels and accommodation:
    - booking costs are non-cancellable;
    - in case of cancellation up to 60 hours before the time of arrival, no costs will be charged;
    - in all other cases, the costs for the first night will be charged;
    - if hotels or other accommodation apply stricter cancellation conditions, these apply mutatis mutandis to the relevant offer from Ulaya b.v.;
  - b. With regard to Transfers:
    - if canceled up to 72 hours before the date of arrival of the aircraft, no cancellation fee will be charged;
    - in case of cancellation from 72 hours to 24 hours before arrival of the aircraft, 50% of the transfer costs will be charged;
    - in case of cancellation from 24 hours before arrival of the aircraft, 100% of the transfer costs will be charged;
  - c. Regarding Guides:
    - in case of cancellation up to two weeks before arrival, 50% of the offered costs

- will be charged;
  - in case of cancellation up to five days before arrival, 75% of the quoted costs will be charged;
  - in all other cases 100% of the costs quoted will be charged.
- 2. Cancellations outside office hours are deemed to have been made on the next working day.

#### Article 8: Cancellation by Ulaya b.v.

1. Ulaya b.v. has the right to cancel the agreement due to serious circumstances.
2. Important circumstances are understood to mean circumstances that are of such a nature that further binding of Ulaya b.v. cannot reasonably be expected from the agreement.
3. If the cause of the termination can be attributed to the other party, the resulting damage will be borne by the other party.

#### Article 9: Non-attributable shortcoming in the performance

1. A non-attributable shortcoming in the performance is understood to mean: a shortcoming that is not due to the fault of Ulaya b.v. and that neither by virtue of the law, legal act or the generally accepted views are for the account of Ulaya b.v. should come. Causes of non-attributable shortcomings are: strike or lock-out, (declaration of the state of) war or siege, mobilization, riot, fire, transport difficulties, extreme weather conditions, government measures that prevent or impede the execution of the agreement, as well as non-performance by the suppliers of Ulaya b.v. whereby Ulaya b.v. can no longer fulfill its obligations towards the other party and all other circumstances beyond its control that complicate or exclude the execution of the agreement.
2. In the event of a non-attributable shortcoming in the performance, Ulaya b.v. the right, in consultation with the other party, to agree on a term within which fulfillment can still take place. If fulfillment is no longer possible, the parties have the right to regard the agreement as dissolved. In that case, they must inform the other party in writing; they are then not obliged to pay any compensation.
3. Ulaya b.v. is entitled to demand payment for the performances performed in the execution of the agreement in question, before a situation as referred to in this article has become apparent.

## Article 10: Liability

1. Ulaya b.v. guarantees to carry out the activities assigned to it with great care. Ulaya b.v. In the event of serious progress problems, it will take such measures that a solution can be reached as quickly as possible. The other party guarantees Ulaya b.v. to cooperate fully in the development of the activities assigned to it. If the desired result is not achieved, the other party is at all times obliged to fulfill its obligations under this and the special agreement. The other party is only released from this obligation if there is intent, gross negligence or gross negligence on the part of Ulaya b.v.. Ulaya b.v.'s liability is expressly excluded. in respect of:
  - a. Damage, which arises directly or indirectly, because the activities of Ulaya b.v. cannot be performed and/or cannot be performed on time, as a result of events and circumstances that cannot be attributed to it by law, legal act or generally accepted views.
  - b. Damage, directly or indirectly caused by a lack of cooperation on the part of the other party, after the other party has been notified by Ulaya b.v. this lack of cooperation has been pointed out.
  - c. The other party indemnifies Ulaya b.v. for all claims from third parties with regard to goods delivered and/or work performed by it, unless it is established by law that these claims are the direct result of gross negligence on the part of Ulaya b.v. and the other party furthermore demonstrates that he cannot be blamed in this regard.
2. The liability of Ulaya b.v. is at all times limited to the invoice amount of the goods and/or services delivered by it.

## Article 11: Obligations of the other party

1. The other party is obliged to comply with all instructions from Ulaya b.v. to promote the proper execution of the trip and is liable for damage caused by its unauthorized conduct.
2. The other party that causes or can cause hindrance or inconvenience to such an extent that the proper execution of a trip is or can be made more difficult as a result, Ulaya b.v. be excluded from (continuation of) the trip if it cannot reasonably be expected to comply with the agreement. All costs ensuing therefrom will be borne by the other party.
3. The other party is obliged to avoid any damage or to take as many damage-limiting measures as possible.
4. The other party must take out adequate insurance before the start of the agreed trip by means of travel and accident insurance that provides full coverage.
5. The other party indemnifies Ulaya b.v. for all consequences of not taking out adequate travel and accident insurance.

#### Article 12: Complaint notification

1. Complaints must be reported immediately to the owner (or the owner's representative) of the accommodation, the guide, or transfer attendant.
2. If the complaint as referred to in paragraph 1 is not resolved, the complaint must be reported to Ulaya b.v. without delay.

#### Article 13: Complaints handling

1. The other party who, without consultation with the owner and Ulaya b.v. changes accommodation, takes a different guide, or changes supplier in any other way, is not entitled to a refund.
2. In case of willful and gross negligence on the part of Ulaya b.v. she is obliged to pay compensation. This compensation will never exceed the invoice amount.

#### Article 14: Applicable law

All offers and agreements of Ulaya b.v. and the implementation thereof is subject to Dutch law.

#### Article 15: Disputes

All disputes, including those that are only regarded as such by one of the parties, arising from or in connection with the agreement to which these terms and conditions apply or the relevant terms and conditions themselves and its interpretation or implementation, whether of a factual or legal nature, will be decided by the competent Civil Court.