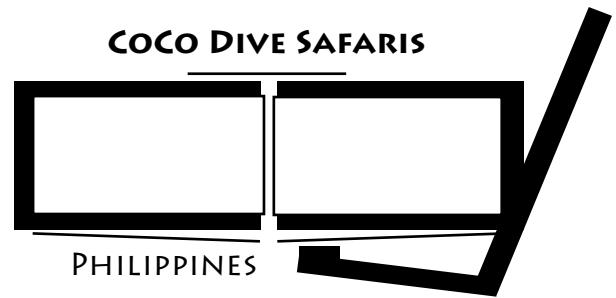


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General Terms and Conditions of Sale and Travel Coco Dive Safaris Philippines Inc.

## **1. Booking and Confirmation**

An oral or a written booking made by the Coco Dive Safaris Philippines Inc. customer constitutes a binding offer for the conclusion of a contract of travel for all participants listed in the booking. The individual making the booking is responsible for his/her contractual obligations as well as those of the listed participants, if he/she has assumed such an obligation by means of a separate and explicit declaration. The contract of travel is concluded on written confirmation of booking by Coco Dive Safaris Philippines Inc.

## **2. Payment**

Upon receipt of the travel confirmation, each of the travellers is to pay a deposit of 30% of the whole price for the trip. Coco Dive Safaris Philippines Inc. is permitted to cancel the booking in the event of payment not being made on time. The due date for the remaining balance is detailed on the individual booking confirmation.

## **3. Services**

The scope of the contractual services to be rendered is defined by the description of services issued by Coco Dive Safaris Philippines Inc., as well as by any statements in the booking confirmation referencing this service description. Additional agreements that change the scope of the contractual services must be accompanied by an explicit written confirmation from Coco Dive Safaris Philippines Inc.

## **4. Changes to Services**

Any changes to or deviations from the individual services specified in the agreed contract of travel that may become necessary after concluding the agreement and that have not been caused by bad faith on the part of Coco Dive Safaris Philippines Inc. are permitted, as long as they are not substantial and do not compromise the overall arrangement of the booked trip. The customer shall immediately be informed thereof.

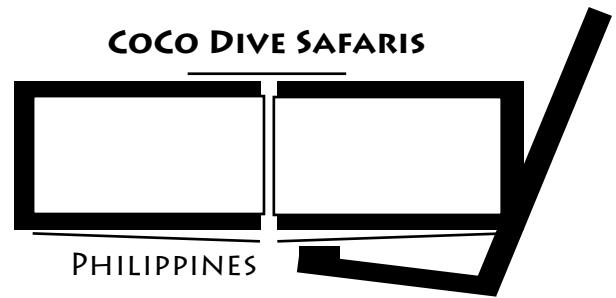
## **5. Withdrawal or rebooking by the customer, replacement travellers**

The customer is permitted to withdraw from the contract of travel at any time. The withdrawal is valid and comes into force upon receipt of the declaration of such by Coco Dive Safaris Philippines Inc. If the customer withdraws from the trip or does not avail him/herself of it then the travel operator can demand suitable compensation for its expenses. When calculating this compensation any saved expenses and possible use by others of the travel services are to be taken into account.

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Coco Dive Safaris Philippines Inc. sets the following compensation claims, based on the date of the withdrawal by each individual booked participant:

- a) up to 50th day before departure = € 150  
for group bookings (from 4 people) = 10 % of the total price  
(thereafter see scale in points b to e below)
- b) from 49th - 35th day before departure = 30 % of the total price
- c) from 34th -22nd day before departure = 50 % of the total price
- d) from 21st-15th day before departure = 75 % of the total price
- e) from 14 days before departure = 100 % of the total price

Until the date of departure, the customer can transfer the rights from the all-inclusive contract of travel to a third party. Any resulting additional costs incurred are to be borne by the customer. Coco Dive Safaris Philippines Inc. can veto the change of traveller if the third party does not comply with particular travel requirements or is in conflict with legal directives or official instructions.

## **6. Unused services**

If the traveller does not make use of individual services, due to a premature return or because of other compelling reasons (e.g. sea sickness), there is no right to a refund..

## **7. Withdrawal and termination by Coco Dive Safaris Philippines Inc.**

Coco Dive Safaris Philippines Inc. can withdraw from the contract of travel before the trip starts or terminate the contract of travel during the trip in the following cases:

### *a) without any period of notice*

If a traveller causes a sustained hindrance to the carrying out of the trip, in contravention of a warning from Coco Dive Safaris Philippines Inc., or if the traveller behaves in a manner contrary to the contract in such a way that an immediate termination of the contract is justified. If Coco Dive Safaris Philippines Inc. terminates the trip in this way then it retains the right to payment for the trip, but must offset any expenses saved, as well as those payments obtained by the operator that result from utilisation by others of the services not used including any sums credited to the operator by the service provider.

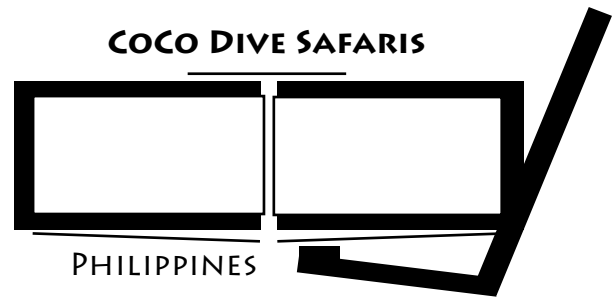
### *b) up until 2 weeks before departure*

In the event of the advertised or officially required minimum number of participants not being reached, provided that the requirement for a minimum number of participants was indicated in the travel brochure or advertising information. In all such cases, Coco Dive Safaris Philippines Inc. is obligated to immediately inform the customer as soon as the reason for the trip being cancelled arises and must immediately provide a declaration of the cancellation to the customer. The sum paid for the trip will be returned to the customer

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immediately. If it becomes apparent at an earlier point in time that the required number of participants cannot be reached then Coco Dive Safaris Philippines Inc. must inform the customer of this. Rather than withdrawal or termination, the trip can be carried out at another point in time if the traveller consents to this.

#### *c) up until 4 weeks before departure*

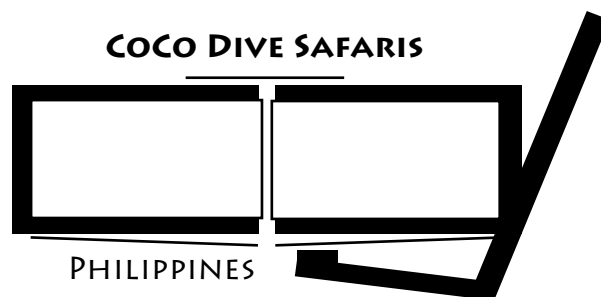
If the trip cannot be executed by Coco Dive Safaris Philippines Inc., after all possibilities to do so have been exhausted, because the number of bookings for the trip is so low that the carrying out of the trip would not be economically viable for Coco Dive Safaris Philippines Inc. due to the costs incurred. Coco Dive Safaris Philippines Inc. though has no right to termination if it is responsible for such circumstances (e.g. calculation error) and if it proves the circumstances for the withdrawal and provides a comparable offer for the customer. If the trip is cancelled for this reason by the operator then the sum already paid by the customer will be returned immediately. In addition, any booking expenses incurred are repaid if the replacement trip offered by Coco Dive Safaris Philippines Inc. is not accepted.

### **8. Cancellation of the contract due to extraordinary circumstances**

If, after conclusion of the contract of travel, a case of unforeseeable force majeure results in a substantial danger, restriction or difficulty arising in relation to the trip then both Coco Dive Safaris Philippines Inc. and the traveller have the right to terminate the contract. If the contract is terminated then Coco Dive Safaris Philippines Inc. can claim suitable compensation for services already provided or services still to be provided before the end of the trip. Furthermore, Coco Dive Philippines is obligated, to take the necessary measures to order the traveller to return, if the agreement contains such an obligation. Any additional costs incurred for the return transport are to be borne equally by both parties. In all other respects, any costs incurred are to be borne by the traveller.

### **9. Liability of Coco Dive Philippines**

Coco Dive Safaris Philippines Inc. is liable within the context of the duty to exercise the care required by a prudent businessman for: conscientious travel preparations, careful selection and monitoring of the service providers, the correctness of its own description of services and the proper provision of the contractually agreed travel services. If, as part of a trip or in addition to it, carriage on a regular service is provided and the traveller is issued with a corresponding ticket for this, then Coco Dive Safaris Philippines Inc. is deemed in this respect to provide an external service, if such is explicitly referred to in the travel brochure and booking confirmation. The operator is thereby not liable for the provision of such carriage. Any possible liability claims in such cases are subject to the external company's terms and conditions, to which the traveller is expressly referred and which can be provided on request.



## **10. Warranty**

If the trip is not provided in accordance with the agreed contract of travel then the traveller can demand redress. Coco Dive Safaris Philippines Inc. can though reject this call for redress if it involves disproportionate expense. The redress can also be provided in the form of provision of an equally valued replacement service. This replacement service can only be rejected by the traveller if the overall arrangement of the booked trip is no longer guaranteed.

## **11. Limited Liability**

A claim for damages against Coco Dive Philippines Inc. is limited to the extent to which such a claim against the service provider is valid in terms of certain conditions or with certain limitations, based on legal directives that can be applied to the services furnished by the service provider. A claim for damages against Coco Dive Safaris Philippines Inc. is excluded or limited if a claim for damages against the service provider can only be enforced under certain conditions or with specific limitations, or can be excluded under certain conditions, based on the legal directives that can be applied to the services furnished by the service provider.

## **12. Duty to cooperate**

The traveller has a duty to cooperate in rectifying any service disruptions and in keeping them to a minimum. The traveller is in particular obliged to immediately report any complaint to the management, which is instructed to provide redress to the extent possible.

## **13. Passport, visa and health requirements**

The traveller is responsible for adherence to all important travel requirements. Any disadvantages or problems resulting from non-adherence to such requirements are to be borne by the traveller, unless they arise from culpable provision of incorrect information by the operator Coco Dive Safaris Philippines Inc. vouches to inform the traveller of any passport, visa and health requirements that must be reasonably known to the operator.

## **14. Diving licence and insurance**

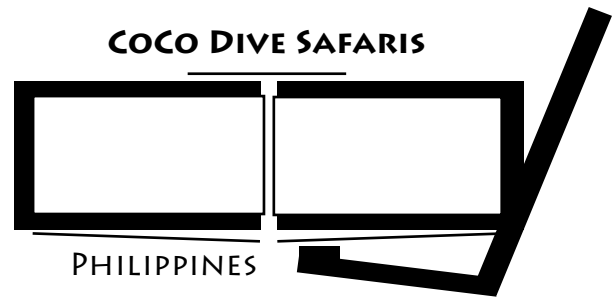
Each participant on a Coco Dive Philippines Safari in Visayas must possess a diving licence. Beginners' courses cannot be carried out on the boat.

Suitable insurance is entirely a matter for the traveller (e.g. travel, international health and cancellation costs insurance). Each diver must be in possession of valid diving insurance.

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## **15. Statute of limitations**

Contractual claims of the traveller arising from this contract of travel must be made within 6 months of the agreed date for the end of the trip.

## **16. Invalidity of individual conditions**

The invalidity or ineffectualness of individual conditions of the contract of travel does not result in the invalidity of the whole contract of travel.