



General contract terms Take Memories GmbH & Co. KG

1. Conclusion of the travel contract between the customer and Take Memories GmbH & Co. KG

1.1. Registration

By completing the registration process, customers of Take Memories GmbH & Co. KG, hereinafter referred to as Take Memories GmbH & Co. KG, enter into a binding agreement hereinafter referred to as the travel contract.

1.2. Form and scope of registration

The customer may complete the registration process in writing, by fax, in person, by telephone or online. Registration is completed by the customer who is entering into the contract and in some cases by any participants who may be listed in the application for whose contract obligations the customer is then bound as to his/her own, unless the co-applicant has assumed separate corresponding obligations expressly doing so in a separate declaration and agreement.

1.3. Mediation of services by Take Memories GmbH & Co. KG

If the activities of Take Memories GmbH & Co. KG are expressly as an intermediary between the client and the parties providing the offers and programs of other operators or individual services of third-party providers, for example; flights, hotel rooms, car hire, etc., under another name, Take Memories GmbH & Co. KG is solely responsible for the proper mediation between the customer and any and all necessary and respective third party suppliers. Take Memories GmbH & Co. KG therefore does not expressly accept responsibility in any way for the performance or services provided by third-parties. The contractual obligations of this contract and its content, as well as measures to withdraw from the contract, shall be governed by relevant legal provisions and where applicable, completely in accordance with the provisions provided by the respective contracting party.

1.4. Non-binding of prospective offers

All of the offers presented by Take Memories GmbH & Co. KG are created to the best of our knowledge and belief. However it is necessary to point out that Take Memories GmbH & Co. KG depends on the respective services of third parties for availability. Therefore, the offers individually created by Take Memories GmbH & Co. KG are non-binding in nature due to this dependency.

1.5. The creation of a contractual relationship binding on both parties

For Take Memories GmbH & Co. KG, a binding contract between Take Memories GmbH & Co. KG and the customer, will only be deemed to arise if, at minimum, the booking and travel price have been confirmed to the customer in written form. Take Memories GmbH & Co. KG therefore commits itself to provide the customer during or immediately after the conclusion of with a travel confirmation.

1.6. Ancillary agreements to the agreed scope of services

Ancillary agreements (amendments, supplements, special wishes, etc.) require the explicit confirmation of Take Memories GmbH & Co. KG with a minimum of being in written form. Insofar as an expressed amendment added to the confirmation of booking is not made in written form, requests added to and coming through the booking correspondences are only to be regarded as a non-binding requests and a guarantee can not be made for their provision.

1.7. Charge of consultation fees

If a customer approaches Take Memories GmbH & Co. KG with particularly extensive travel wishes, which in themselves represent a special effort with regard to the preparation of a complete travel package, Take Memories GmbH & Co. KG expressly reserves the right to charge a consulting fee which is to be paid in advance after an invoice has been presented to the client. All booking fees are fully charged and included in the travel price in case of a binding booking agreement.

1.8. Discrepancy from travel confirmation and content of registration

If the content of the travel confirmation differs from the content of the registration, then this is to be seen as a completely new offer from Take Memories GmbH & Co. KG. Take Memories GmbH & Co. KG is then bound to this new offer for a period of ten days. The offer may be accepted within this period through a unilateral declaration by the customer.

1.9. Reference to Regulation (EG) No 2111/2005

The identity of the airline(s) involved in the client's travel will be disclosed to the customer upon booking. If the company has not yet been determined at the time of booking, information about the identity of the most likely operating airline will be provided. As soon as the actual identity of the air carrier has been definitively determined, a final disclosure will be made. In any case the customer will be informed, including immediately upon any change of the operating carrier after the booking has been made.

2. Payment

2.1. Basic advance payment of 20%

If the customer receives a written travel confirmation and is also given a secured payment certificate in the sense of § 651 k paragraph 3 BGB, he is obligated to pay a deposit in the amount of 20% of the full travel price.

2.2. Exceptions of higher advance payments

In addition to the principle of advance payment of 20% of the travel price, this amount may be subject to an individual agreement, unless it is a special offer for which an advance payment of up to 40% of the travel price plus any possible premiums for travel cancellation insurance can be charged. Implied separately noted special offers are expressly only those in which Take Memories GmbH & Co. KG, for its part, has to pay its own expenses or must fulfill the demands of the service providers used for fulfillment of its obligations under the travel contract. Costs for air travel are always due immediately.

2.3. Special arrangements for short journeys

If the journey booked by the customer is not longer than 24 hours, does not include overnight accommodation and the travel price does not exceed 75 Euros, Take Memories GmbH & Co. KG shall be entitled to demand the full travel price, expressly without providing a secured payment certificate, within the meaning of § 651 k para. 3 BGB (German Civil Code).

2.4. Final payment

If the customer has paid a deposit on the travel price, the remaining payment is due 30 days prior to travel, unless a different agreement has been made in an individual case with the certainty that the travel will be conducted. For bookings made less than 30 days before the travel date, the travel price is to be paid in full, all necessary travel documents are to be presented and the secured payment certificate in particular, are to be provided immediately.

2.5. Cancellation compensation as well as processing and rebooking fees

Cancellation compensation, as well as processing and rebooking fees are due immediately with invoicing, unless different agreements were made in an individual case.

2.6. Travel documents

All travel documents will be sent to the customer after receipt of his/her payment to Take Memories GmbH & Co. KG at the latest three weeks before departure, or can be obtained on the business premises of Take Memories GmbH & Co. KG.

2.7. Exclusion of liability

If the customer does not pay the full travel price in due time or simply not completely, he has no claim for the provisions of the agreed upon travel services. If as a result of one of the aforementioned actions by the customer, a delayed transmission of the travel documents occurs, the customer is solely responsible for this in each individual case.

2.8. Additional costs due to non-timely performance of the customer

If the deposit or the final payment is not received in time at Take Memories GmbH & Co. KG, the customer may be liable for bearing any costs arising therefrom (for example, costs for the delivery of the travel documents to the airport, express delivery, etc.).

3. Travel insurance

3.1. Basic principles

The travel prices stated by Take Memories GmbH & Co. KG do not include travel insurance services, except as otherwise expressly agreed upon or noted, with the exception of the secured payment certificate in the sense of § 651 k para. 3 BGB (German Civil Code). Take Memories GmbH & Co. KG therefore always recommends to the customer, as an additional security measure before travel plans are completed, to purchase travel cancellation, travel liability, foreign-country and travel accident insurance.

3.2. Contracting parties in the event of additional insurance

If the customer wishes to enter into an insurance contract above and beyond the secured payment certificate, this shall only be binding between the customer and the respective insurance provider. Any claims arising out of and related to such an insurance contract can only be asserted directly by the customer, as an insurance policyholder (or his representative) against the insurance provider, since only the insurance provider is obliged to meet the insurance contract with the customer as an insurance policy holder. Take Memories GmbH & Co. KG acts exclusively as an intermediary between the customer and the insurance provider. The rights and obligations of the contracting parties arising from the insurance contract, in particular with regard to the rescission and commencement of insurance protection, shall be governed by the general insurance guidelines as well as by the applicable statutory provisions. Take Memories GmbH & Co. KG, however, generally advises the customer that the agreed upon insurance coverage usually comes into effect only after payment of the premium which is

usually due immediately after contract conclusion.

3.3. Reverse reimbursement insurance

If the customer decides to take out a travel cancellation insurance policy only after the conclusion of the travel contract with Take Memories GmbH & Co. KG, this is only possible to a limited extent. This may also apply to other types of insurance, with details only provided for, and conditions regulated by, the respective insurance provider itself who accordingly provides the relevant information.

4. Services

4.1. Scope of services

The scope of services agreed upon between Take Memories GmbH & Co. KG and the customer is to be determined by the specification of services contained in the catalog or by the details as specified in the individual offer and/or the relevant information contained in the specific travel confirmation. The information in the catalog or in the individual offer is binding for Take Memories GmbH & Co. KG after the signing and the entering into force of the contract. Take Memories GmbH & Co. KG, however, expressly reserves the right to declare any changes to the prospectus prior to a possible entering into contract, in which case the customer will, of course, be informed in writing before booking, provided that the change was not expressly incorporated into the offer. General catalog details are therefore not binding for Take Memories GmbH & Co. KG before the entering into of the contract.

4.2. Scope of ancillary services (half board and full board)

If the customer books a trip that is described as a half or full board, the board itself begins with the first dinner in the destination country and ends with the breakfast on the last day in the destination country. This applies only insofar when there are no deviating details provided in the catalog.

5. Changes in services

5.1. Required changes to services

Changes or deviations to particular travel services are possible, as far as these become necessary after the entering into force of the contract. However, changes or deviations may not be significant in nature. Changes or deviations would be significant if they affect the overall trip already booked or if Take Memories GmbH & Co. KG determines the changes or deviations were made in bad faith.

5.2. Obligations for informing of changes or deviations

Take Memories GmbH & Co. KG is obliged to inform the customer immediately in the event of any changes or deviations in the execution. A possible free transfer or a withdrawal and annulling of the contract depend on the individual case.

5.3. Customer's right of termination in individual cases (force majeure, etc.)

Both the customer and Take Memories GmbH & Co. KG may terminate a concluded travel contract if the journey is not possible due to significant unforeseen event, or is endangered or impaired from taking place due to a force majeure. Any additional costs for return transport must be borne by both parties in each case and be divided in half, and other additional costs arising from this are to be borne by the customer. If the journey has not yet been made, the customer may also demand at least an equivalent trip, provided that Take Memories GmbH & Co. KG is able to offer such a trip from his selection of current offers at no extra cost to the customer. The customer has to make his claim and secure his rights immediately after a declaration by Take Memories GmbH & Co. KG about the change of the travel plans and do so in written form.

6. Price adjustments

Take Memories GmbH & Co. KG, expressly reserves the right in accordance with legal provisions to amend the price agreed upon in the travel contract in the event of an increase in transportation costs or duties for certain services such as port or airport charges as well as for changes in the exchange rates applicable to the voyage in question as follows:

6.1. Increase in transportation costs

If on completion of the travel contract existing transport costs increase, in particular fuel costs, Take Memories GmbH & Co. KG may increase the travel price according to the following calculations:

A) If an increase directly involves the specific customer's seat, Take Memories GmbH & Co. KG may demand this increase from the customer in the amount of the actual increase.

B) In other cases, which do not show a "person-specific" increase, a pay-as-you-go process then takes place and is then calculated. This applies if the additional transport costs required and calculated by the carrier, are divided by the number of seats on the agreed means of transport, which results in an increase

per individual seat and for which Take Memories GmbH & Co. KG will have to compensate the carrier. Therefore a demand for compensation from the customer for the actual increase incurred can occur.

6.2. Increase of other charges

If after the entering into force of the travel contract, an increase in existing charges occurs, such as port or airport fees, and then a demand is made against Take Memories GmbH & Co. KG, the travel price can thus be increased according to the pro rata amount.

6.3. Change in exchange rates

If the exchange rate is changed after completion and entering into force of the travel contract, the travel price can be increased to the extent that the trip has become more expensive due to the change in exchange rates for Take Memories GmbH & Co. KG.

6.4. Inadmissible price increases

The customer is advised that any price increase, irrespective of its justifiable reason, which is required and called for but which falls within 20 days before the agreed upon travel, is deemed invalid.

6.5. Admissibility requirements for price increases

A price increase is only permitted if there is more than 4 months between the entering into contract and the agreed travel date and the circumstances leading to the increase have not yet occurred before conclusion of the contract and were not foreseeable at the time of conclusion of the contract by Take Memories GmbH & Co. KG.

6.6. Requirements for informing of changes in travel prices

In the event of a change in travel price, Take Memories GmbH & Co. KG shall immediately notify the customer of the fact.

6.7. Customer's right of withdrawal in case of price increases by more than 5%

If the travel price increases by more than 5% due to an increase in transport costs as well as charges on certain services, such as port or airport fees, the customer is entitled to withdraw from the contract. However, the customer is also free to demand participation in an equivalent trip, if Take Memories GmbH & Co. KG is able to offer such a trip from its offer catalog without extra charge to the customer. The customer has to make his/her demand for these rights immediately known in a declaration to Take Memories GmbH & Co. KG which is to be submitted in written form.

7. Rescission by the customer, rebooking, replacement of parties

7.1. Withdrawal from the travel contract

The customer is free to withdraw from the contract at any time before the beginning of the trip. For effective rescission, he has to claim his rescission notice at Take Memories GmbH & Co. KG. The customer is therefore recommended to declare any rescission in writing with delivery or proof of delivery via certified mail. If the customer then withdraws, he is obliged to return the travel documents already handed over.

7.2. Consequences for withdrawal / non-appearance on departure

If the customer withdraws from the travel contract, does not appear for departure or if the trip can not be carried out due to his fault, Take Memories GmbH & Co. KG reserves the right to demand replacement for costs related to the travel arrangements made in good faith and for expenses already incurred. With regards to the calculation of possible compensation payments, general expenses and other general potential uses of the travel service are to be considered. In the case of payment by credit card, the discount rate of 3.0% will not be reimbursed for the amount already paid in case of cancellation.

7.3. Consolidation into a lump sum of possible compensation claims

Take Memories GmbH & Co. KG may impose a lump sum compensation as a percentage of the travel price as follows, taking into account the following staggered costs in relation to the proximity of the date of withdrawal from the contractually agreed upon departure date:

- 30% of the travel price if more than 31 days before the departure date
- From 23 to the 30 days before the departure date, 40% of the travel price
- From 16 to the 22 days before the departure date, 50% of the travel price
- From 8 to 15 days before the departure date, 60% of the travel price
- From 4 to 7 days before the departure date, 75% of the travel price
- From 1 to 3 days prior to the departure date, 90% of the travel price
- 100% of the travel price on the day of departure or no-show.

The following derogations apply to these flat rates

A) Round trips

- Up to 31 days prior to departure, 30% of the travel price



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- Less than 30 days prior to commencement of the trip, 90% of the travel price
 - On the day of departure or non-show, 100% of the total price travel price.
- B) Cruises / Tours / Special Programs
- More than 31 days prior to departure, 30% of the travel price
 - From 30 days before the start of the tour, 40% of the travel price
 - From 22 days before the beginning of the tour, 50% of the travel price
 - From 15 days before the beginning of the tour, 60% of the travel price
 - From 7th days prior to departure, 80% of the travel price
 - From 3 days before travel or as no-show, 100% of the travel price.

The above specifications are not binding for Take Memories GmbH & Co. KG in individual cases. On the contrary, Take Memories GmbH & Co. KG reserves the right to demand compensation in excess of the flat rates in individual cases, provided that Take Memories GmbH & Co. KG can prove that substantially higher expenses than the respective applicable lump sum have been incurred.

For this scenario, Take Memories GmbH & Co. KG is obliged to quantify and provide the customer with a proper calculation and proof of the required compensation in light of the expenses incurred and for costs related to any other use of travel services with regards to each client.

7.4. Deadline determination for rescission and compensation lump sum

For the calculation of the above-mentioned deadlines, the date on which Take Memories GmbH & Co. KG has been given notice of rescission is decisive. The customer must be able to ensure physical delivery of the withdrawal declaration and provide proof in case questions arise. Again it is recommended that the customer uses submits required documentation in text or written form with delivery confirmation through certified mail. If, however, the trip is canceled or is not carried out for reasons other than the rescission of the customer, determining the day on which it is established that the journey will not be carried out is decisive for the calculation of the time-limit under which Take Memories GmbH & Co. KG is entitled to withdraw from the contract. As a precaution, Take Memories GmbH & Co. KG expressly points out that its office is only open from Monday to Friday from 09:00 to 18:00.

7.5. Dropping below the lump sum

In the same way that Take Memories GmbH & Co. KG can demand higher compensation payments from the customer in individual cases, provided that a higher cost than the lump sum was incurred and proved, the customer is also free to prove that FivOneNorth has suffered less or no damage, so that lump sum amounts can also decrease in favor of the customer. For these reasons, Take Memories GmbH & Co. KG again recommends taking out appropriate travel cancellation insurance.

7.6. Cancellation of partial services of a travel

Should the cancellation of partial services of a travel happen in a particular case, then this shall be considered as a rebooking. As far as the cancellation of the insurance packages is concerned a cancellation fee of EUR 15.00 will only be charged if cancellation is possible under the general insurance conditions.

7.7. Scope of cancellation

In the event of a cancellation of the entire travel contract by the customer, any insurance packages may also be canceled, but not the travel cancellation insurance, which always remains unrefundable.

7.8. Rebooking

If the customer has made a binding booking with Take Memories GmbH & Co. KG, the travel data agreed upon by him is the principle binding. The customer is therefore, in principle, not entitled to any changes to any date within the temporal scope of the travel description, the date of travel, the destination, the place of departure, the place of return or accommodation, the type of transportation or the airline (rebooking). Take Memories GmbH & Co. KG can only insure that it will make an effort to realize the customer's wishes after rebooking. However, the customer shall be responsible for the extra costs incurred if any. When more than 45 days remain prior to the travel, the costs are at least 25 Euros plus the fees of the service provider on a per person basis.

Rebooking requests to be made later than 45 days prior to departure may only be carried out after withdrawal from the travel contract which is subject to compliance with the regulations set forth, and at the same time after initiating a new registration process. However this does not apply to rebooking requests causing only minor costs adjustments. In addition, bookings made by choosing travel programs published in the catalog, as well as hotel extensions, which are booked via Take Memories GmbH & Co. KG, expressly do not constitute a rebooking within the meaning of this provision.

7.9. Travel involvement of third parties

Up to departure the customer may require that a third party be entered into the rights and obligations of the travel contract to supplement his / her travels. Take Memories GmbH & Co. KG can, however, always object to the entry of a third party if the latter does not meet the special travel requirements or if his participation is contrary to statutory regulations or official orders. If a third party enters into the contract, he and the original customer are liable to Take Memories GmbH & Co. KG as jointly and expressly liable for travel price changes and any additional costs arising from the occurrence of the third party. Take Memories GmbH & Co. KG will charge an additional charge of 50.00 Euro per hour and at least 25 Euro per person, which is included in a contract. In addition, any costs incurred by the service providers must be borne by the joint debtors.

8. Cancellation and termination by Take Memories GmbH & Co. KG

In the cases named below, Take Memories GmbH & Co. KG may withdraw from the travel contract prior to the journey or terminate the travel contract after the commencement of travel:

8.1. Non-contractual behavior by the customer

The immediate termination of the contract by Take Memories GmbH & Co. KG is justified if the customer causes the disruption or termination of the contractually agreed upon travel, despite warnings issued by Take Memories GmbH & Co. KG or if non-compliance with the terms is significantly contrary to the contract.

8.2. Cancellation for group travel up to 15 days before departure

If the customer has booked a journey whose carrying out and completion are dependent on the achievement of a minimum number of participants, as stated in the travel offer for the respective trip, Take Memories GmbH & Co. KG will undertake to provide the customer with notice immediately regarding the non-execution of the trip and to notify at once with a withdrawal declaration.

8.3. Dissolution of the contract by Take Memories GmbH & Co. KG due to fault of the customer

Take Memories GmbH & Co. KG shall be entitled to compensation claims pursuant to clause 7 of these provisions if the customer is guilty for the withdrawal or termination by Take Memories GmbH & Co. KG and the unilateral dissolution of the contract is justified. Regarding the amount of the compensation claims is a question of the earliest date at which a rescission or a termination could have been possible (the damage reduction obligation against the customer). Should Take Memories GmbH & Co. KG have set deadlines in advance, it is to be assumed that a different cancellation of the contract was only permissible after expiry of this period.

9. Exceptional circumstances - Force majeure

9.1. Termination due to force majeure

If the carrying out the trip according to plan is severely impaired, endangered or unfulfillable a result of force majeure which is not foreseeable at the time of signing the contract, both Take Memories GmbH & Co. KG and the customer may terminate the contract. If the contract is terminated, so is the claim of Take Memories GmbH & Co. KG for payment of the full travel price. However, Take Memories GmbH & Co. KG may demand reasonable compensation for any travel services that have already been provided or that are still to be provided for the cancellation. In the case of termination by Take Memories GmbH & Co. KG, the customer is entitled to demand participation in another equivalent trip, if Take Memories GmbH & Co. KG is able to offer such a trip without an additional price from the offer to the customer or at the expense of Take Memories GmbH & Co. KG. The customer has to assert this right immediately after the cancellation and withdrawal declaration by Take Memories GmbH & Co. KG in written form.

9.2. Recoverability obligation

If a termination occurs due to force majeure, Take Memories GmbH & Co. KG is obliged to make the necessary arrangements. This includes, in particular, the return of the customer if the contract provides for this. Take Memories GmbH & Co. KG and the customer pay half of the additional costs. In addition, any other extra costs shall be borne by the customer.

9.3. Accommodation obligation

If Take Memories GmbH & Co. KG is subject to a legal obligation due to delays, the customer of Take Memories GmbH & Co. KG shall be accommodated in a hotel corresponding to the country-specific average. If the customer requires accommodation in a larger, higher-priced accommodation, he/she has to bear the additional costs above those of an average hotel.

10. Remedy / reduction / termination and compensation

10.1. Remedy

If the travel service is not provided for in accordance with the contract, the customer may demand remedy from Take Memories GmbH & Co. KG. Take Memories GmbH & Co. KG can also remedy the situation by providing an equivalent or higher value replacement service. Take Memories GmbH & Co. KG can refuse the remedy if it requires a disproportionate effort or cost.

10.2. Reduction of the travel price

The customer can demand a corresponding reduction of the travel price after returning from the journey by way of a reduction if the travel services received were not provided for at the level specified and in accordance to the contract, thus not as promised by Take Memories GmbH & Co. KG, and the customer does not culpably omit to notify of the defective services provided. The travel price shall be reduced in proportion to the actual value of the travel in a state free of "defects" at the time of the sale, as opposed to the actual value of the services received.

10.3. Termination of the contract

If a trip was significantly damaged as a result of defective services and Take Memories GmbH & Co. KG does not remedy the situation within a reasonable period of time, the customer may terminate the contract. This shall be the case if the customer can not be expected to travel due to the appearance of an important "defect" for reasons which are clearly recognizable by Take Memories GmbH & Co. KG. The determination of a deadline for the remedy is explicitly not necessary, if the remedy asked for is impossible to fulfill, or finally refused by Take Memories GmbH & Co. KG, or if the immediate termination of the contract is justified by the special interests of the customer. If the contract is terminated, the customer retains the right to claim a return transport and owes Take Memories GmbH & Co. KG for the part of travel price representing the provided services received, regardless if the services were of interest to him. In the customer's interest and for reasons of evidence preservation, Take Memories GmbH & Co. KG recommends the termination must be done in writing with proof of delivery.

10.4. Compensation

In the event of defective services, the customer is entitled to demand compensation for non-fulfillment of contract without prejudice in the form of a reduction in price or the termination of the agreement, unless the defect related to the trip is due to a circumstance which is not the responsibility of Take Memories GmbH & Co. KG. If the journey is impeded or significantly impaired, the traveler can also demand a reasonable monetary compensation for a "uselessly spent" holiday.

11. Limitation of Liability

11.1. Limitation of contractual liability to triple travel price (without physical injuries)

The contractual liability of Take Memories GmbH & Co. KG for damages that are not physical injuries is limited to the threefold travel price insofar as the damage to the customer was neither intentional nor grossly negligent or as far as Take Memories GmbH & Co. KG is only responsible for damages incurred by the customer only due to the fault of a service provider and not Take Memories GmbH & Co. KG.

11.2. Limitation of contractual liability due to international regulations

If for a travel service provided by a service provider, international conventions or legal provisions based on such conventions apply according to which a claim for compensation only under certain circumstances or restrictions arises, or can be claimed by the customer, or be excluded under certain conditions, Take Memories GmbH & Co. KG can also refer to such provisions directed toward the traveler.

11.3. Limitation of delictual liability

Take Memories GmbH & Co. KG shall be liable for material damage up to € 4,100 for all claims for damages resulting from unauthorized actions against the trip organizer, which are not based on a willful intent or gross negligence. If the triple travel price exceeds this sum, the liability for material damage is limited to the triple travel price rule. These maximum amounts of liability are per traveler and per trip. Any further possible claims relating to travel baggage under the Montreal Convention remain unaffected by the restriction. In this context, the customer is advised that it is in his/her own interest to take out a travel accident and travel luggage insurance policy.

11.4. Liability in shipping

If Take Memories GmbH & Co. KG functions in the position of a contractual ship-owner in the case of ship travel, liability shall also be regulated in accordance with the provisions of the Commercial Code and the Inland Waterways Act.

11.5. Liability in air travel

If Take Memories GmbH & Co. KG functions in the position of a contractual airfreight carrier, liability shall be governed by the provisions of the Air Transport Act, in conjunction with the international agreements of Warsaw, The Hague, Guadalajara and the Montreal Agreement (flights from USA and Canada only). Such agreements shall, as a general rule, limit the liability of the air carrier for death or physical injury as well as for losses and damage to luggage. Where Take Memories GmbH & Co. KG is a service provider in other cases, Take Memories GmbH & Co. KG shall be liable in accordance with the applicable provisions covering the activities of service providers.

11.6. Disclaimer for external services

In the event of performance disruptions in connection with services which are expressly designated as external services in the travel description, such as exhibitions, excursions, sporting events, etc., FivOneNorth shall not be liable. Nor is Take Memories GmbH & Co. KG liable for excursions and round trips, which Take Memories GmbH & Co. KG advertises in the catalog, but which the customer selects at the vacation location directly from the selection listed in the carrier's books.

12. Obligation to cooperate

12.1. Damage reduction obligation

If service problems occur, the customer is obliged to cooperate in the framework of the statutory provisions to prevent or minimize any damage. This is the so-called damage reduction obligation.

12.2. Notification obligation

In particular, the customer is obliged to report any complaints to the local tour guide. The tour guide is instructed to provide a remedy if possible. If no tour guide is available, a complaint must be made to the respective service provider. If possible, it is also asked that the customer contact Take Memories GmbH & Co. KG at its place of business. Neither the tour guide nor the service provider are entitled or authorized to make statements regarding compensation claims.

13. Exclusion of claims and limitation

13.1. Exclusion period

If the customer has claims regarding anything of a non-contractual nature being carrying out with regard to the trip, they are to be asserted against and informed to Take Memories GmbH & Co. KG within one month after the contractual termination of the trip. In the customer's interest Take Memories GmbH & Co. KG recommends that evidence and proof of claims be delivered to our office in written form and with delivery confirmation to Take Memories GmbH & Co. KG. After the expiration of the one month period, the customer can only assert any claims if he has been prevented through no fault of his own from meeting the deadline and for which burden of proof applies.

13.2. Period of limitation

If the customer has claims under sections 651 c to 651 f of the German Civil Code (BGB), they are subject to a statute of limitations of two years. The limitation begins with the day on which the journey should end according to the contract. If negotiations between the customer and Take Memories GmbH & Co. KG are suspended regarding the circumstances giving rise to the claim, the limitation period shall be suspended until the customer or Take Memories GmbH & Co. KG refuses to continue the negotiations or unilaterally one of the parties no longer provides input or reacts to input from the other party for more than a month. A legal representation or a judicial assertion of the claims is therefore not necessary in this respect regarding limits set by statutory limitations. The statute of limitations shall be served and be in force no earlier than three months after the end of the suspension.

13.3. Assignment prohibition

The assignment of any claims against Take Memories GmbH & Co. KG is excluded. However this does not apply to traveling family members.

14. Passport, visa and health regulations

14.1. Information scope

Take Memories GmbH & Co. KG shall inform nationals of the country where the travel is offered about the provisions of passport, visa and health regulations as well as about any changes to such provisions. The competent consulate will provide information for nationals of other countries.

14.2. Issuance of visa

If the customer orders Take Memories GmbH & Co. KG to obtain any necessary visas, Take Memories GmbH & Co. KG is not liable for the timely issuance or access to documents under the responsibility of the respective diplomatic representation, unless of course Take Memories GmbH & Co. KG is directly responsible for any delay. The customer is thus responsible for complying with all important regulations which are necessary to ensure the execution of the trip.



14.3. Information on catalog and travel information

Take Memories GmbH & Co. KG specifically refers to the information in the catalogs as well as in the travel information brochures for each trip concerned. All difficulties or adverse situations, in particular concerning the payment of withdrawal costs resulting from non-observance of regulations, shall be borne by the customer unless the guilt lies with Take Memories GmbH & Co. KG for providing false information or not informing the customer.

14.4. Customer's obligations / travel recommendations

- A) Check with Take Memories GmbH & Co. KG in advance if your passport requires a visa or if an ID card is sufficient, for example when traveling within the EU. Also, make sure that your passport or identity card is valid for the duration of the trip. It is important to note that starting in 2012 separate travel documents (children's passport, visa or ID card) will also be required for travel abroad for all children beginning at birth.
- B) The customer should also be informed in due time with regard to infection and vaccination protection as well as other preventative measures, as such medical procedures in individual cases can take a considerable duration. In addition, medical advice on thrombosis and other health risks should be sought. Please refer to general information, in particular from the municipal health authorities, regarding medical information services, or from the Federal Center for Health Education.
- (C) The customer is advised that certain countries demand vaccination certificates, which in some cases must not be less than eight days old, not older than three years (smallpox) or older than ten years (yellow fever). Such vaccination certificates may also be required by the German authorities if you are returning from certain countries (for example from Africa or the Middle East). For further information, please contact Take Memories GmbH & Co. KG prior to booking your travel.

15. Customs and foreign exchange regulations

The customer is encouraged to keep himself informed about the respective customs and foreign exchange regulations of the destination country to be visited since such regulations can be very strict in various countries and in individual cases.

16. Data protection

The personal data of the customer, which Take Memories GmbH & Co. KG receives, will be processed and used electronically, as far as it is necessary for the execution of the contract. Take Memories GmbH & Co. KG will also inform the customer in writing about current offers and future ones, as far as this corresponds with the customer's wishes. At any time the customer may object to the storage and/or future use of his/her data and can obtain information regarding the exact data being stored at Take Memories GmbH & Co. KG and also request its deletion.

17. Invalidity of individual provisions / Severability clause

If a single provision of the travel contract is invalid, this shall not result in the invalidity of the entire travel contract, nor shall the invalidity of an individual provision of any condition result in the invalidity of the whole of the condition. The provision in question must be replaced by a current one which is as close as possible to the one intended for economic purposes and which corresponds to the general but also the special legal provisions on right to travel contracts.

18. Validity

All information in the brochures published by Take Memories GmbH & Co. KG regarding services, programs, dates, departure times, prices and travel conditions corresponds to the actual status at the time of printing. With the publication of new invitations and offers (brochures, internet, etc.), or price lists, all previous corresponding publications on the same offers and dates become invalid. The latest publication is always the valid one.

19. Court of Jurisdiction

- A) The court of jurisdiction for private customers is determined in accordance with the general provisions of the law, so that any actions against the customer are to be brought before the courts of the place of residence of the customer. A court agreement is thus not required to be made in advance in this regard.
- B) For commercial customers of Take Memories GmbH & Co. KG, jurisdiction is the seat of Take Memories GmbH & Co. KG in Düsseldorf, in the Federal Republic of Germany.

20. Collateral agreements

Supplementary agreements to the contract, ie amendments, additions, special wishes and other agreements beyond the agreed range of services, must at least be submitted in written form. This also applies to any change or abolition of this written form constraint.

21. Place of Performance / Applicable Law

The location of business and performance is Düsseldorf. The contractual relationship between the customer and Take Memories GmbH & Co. KG is subject to the laws of the Federal Republic of Germany, irrespective of the nationality of the user and to the extent permitted by law.

22. Tour operator

The travel agent is Take Memories GmbH & Co. KG Managing Directors: Philip Eichkorn and Stefan Ullsperger