

GENERAL TERMS AND CONDITIONS OF ARROW-S TRAVEL AG

1. APPLICATION AND SCOPE

- 1.1 Arrow-s Travel AG operates a tour operator and arranges and organises occasions, events and adventure trips and provides services in this context as well as in the area of life and business coaching.
- 1.2 The present “General Terms and Conditions”, hereinafter referred to as GTC, regulate the rights and obligations between Arrow-s Travel AG and its customers and are part of the contracts concluded between Arrow-s Travel AG as a tour operator and the customer for events, transportation, trips and other services. They claim validity unless the contracting parties have agreed otherwise in writing. The rights and obligations of Arrow-s Travel AG and the customer arise from the agreements made between Arrow-s Travel AG and the customer, these terms and conditions and, in addition, from the statutory regulations.
- 1.3 All contractual side agreements, changes, additions, and legally significant declarations must be in writing to be valid. The provision of services by Arrow-s Travel AG is carried out exclusively in accordance with these terms and conditions. Deviating written agreements are reserved. The customer’s general GTC, which Arrow-s Travel AG has not signed, are not binding.
- 1.4 Changes to these GTC will be notified to the customer in writing by post, in electronic form or in any other suitable manner and will take effect immediately without the need for written objection from the customer within 10 working days.

2. CONCLUSION OF CONTRACT

- 2.1 With the booking request, the customer submits a binding offer to Arrow-s Travel AG to conclude a contract. The customer can make the booking request in writing, by fax, by e-mail, by phone or in person. The customer is bound to the contract offer for a period of five working days. The contract between the customer and Arrow-s Travel AG is concluded with the confirmation of the customer’s personal, telephone or written booking request by Arrow-s Travel AG.
- 2.2 Third parties engaged by Arrow-s Travel AG in the context of mediation, sales or provision of travel services are not authorized to make agreements, provide information or give assurances on behalf of Arrow-s Travel AG that would change the information in the travel description or the content of the travel contract.
- 2.3 The information in local, hotel or other brochures not published by Arrow-s Travel AG as the organizer as well as in Internet advertisements from other companies is not binding for Arrow-s Travel AG and its performance obligations, unless it has been made the subject of the contract or the content of the performance obligations by an express agreement with the customer.
- 2.4 If the customer registers additional travel participants, he is responsible for their contractual obligations (in particular payment of the travel price) as well as for his own obligations, and he will in particular pay the corresponding travel price regardless of the validity or legal effect of the contract with these other travel participants and waiving any objections and objections arising from the same at the first request from Arrow-s Travel AG.
- 2.5 The customer is obligated to take out adequate insurance coverage with regard to the booked trip and/or event. By booking, the customer explicitly confirms that he has adequate insurance coverage and, in particular, liability insurance, which covers damage caused by the customer to third parties during the trip and/or event.
- 2.6 By submitting a booking request, the customer confirms that he has understood and accepted these terms and conditions without reservation. These terms and conditions apply to all customers.
- 2.7 For designated events offered by Arrow-s Travel AG (STREET programs), it is possible to book the “comprehensive guarantee” as an additional service. With BOXBERG programs, the comprehensive guarantee is included in the booking price. If the customer books this additional service, Arrow-s Travel AG will compensate the customer or damages incurred during the event operation in the context of guided tours or alongside a coach during onboard tours on the customer’s vehicle, in accordance with the following rules: repair costs exceeding EUR 20’000.00 (up to the maximum total damage amount of EUR 80’000.00 including deductible), provided that the damage is not

covered by the customer's insurance and was not caused intentionally or through gross negligence by the customer. The disregard of a coach's instructions is considered gross negligence. The expert to be commissioned to determine the damage is appointed by Arrows-s Travel AG.

- 2.8 If the customer is provided with a vehicle by Arrow-s Travel AG to use and participate in an event (CarForGo), the additional "comprehensive protection" service is included in the event price. In this case, the vehicle provided has insurance coverage with a deductible to be paid by the customer in the case of damage. The amount of the deductible depends on the booked program and is between EUR 3'000.00 and EUR 25'000.00. The insurance covers any additional damage, unless it was caused intentionally or through gross negligence. If the cause is intentional or grossly negligent, the customer must compensate for all damage caused by him.

3. PRICES AND TERMS OF PAYMENT

- 3.1 Upon conclusion of the contract, 100% of the travel and/or event price is due for payment immediately, unless otherwise agreed in writing. In any case, after conclusion of the contract, the full amount of the fee must be paid no later than 10 days before the date of receipt of the service or the date of the event (payment received by Arrow-s Travel AG).
- 3.2 If the customer does not make payment in accordance with the agreed payment terms, Arrow-s Travel AG is entitled to withdraw from the contract upon request and after setting a reasonable deadline. In this case, Arrow-s Travel AG will charge the customer the corresponding cancellation costs in accordance with Section 6.
- 3.3 Without full payment of the fee by the customer, there is no entitlement to the provision of travel services and/or other services.
- 3.4 Customer claims can only be offset with the written consent of Arrow-s Travel AG.

4. PERFORMANCE

- 4.1 Services are provided by Arrow-s Travel AG professionally and with great care. The customer acknowledges and agrees that Arrow-s Travel AG may have services provided by third parties commissioned by it.
- 4.2 The service descriptions (in accordance with brochures or contract), as they have become the basis of the contract, are binding for the scope of the contractual services. Additional agreements that change the scope of the contractual services require express written confirmation. Arrow-s Travel AG expressly reserves the right, for objectively justified, significant and unforeseeable reasons, to declare a change to the brochure information before the contract is concluded, which the customer will be informed of before booking. No restriction of the customer's rights is associated with this.
- 4.3 The execution of individual events or program parts offered by Arrow-s Travel AG depends on weather conditions. If it is not possible to hold a specific event or part of a program due to weather conditions, an alternative program adapted to the weather conditions will be carried out.
- 4.4 Depending on the booked duration, the trip or event starts and ends on the agreed departure and arrival times or start and end times.
- 4.5 If the customer does not use individual services paid for by him for reasons attributable to him, Arrow-s Travel AG can only grant a partial refund if the service provider also gives Arrow-s Travel AG a credit. Arrow-s Travel AG is not obligated to provide any partial refund if minor ancillary services are involved.
- 4.6 Arrow-s Travel AG is only entitled to make changes to essential contractual services compared to the agreed content of the contract if these become necessary after conclusion of the contract, were unforeseeable and were not brought about contrary to good faith, and insofar as the changes are not significant and do not affect the overall character of the trip (e.g. if local cooperation partners or service providers unexpectedly for organizational, technical or safety-related reasons change transportation or accommodation). Any changes, even at short notice, are expressly reserved. Any warranty claims remain unaffected if the changed services are defective.

- 4.7 Arrow-s Travel AG will inform the customer about significant changes in services immediately after becoming aware of the reason for the change. If, under the conditions of the above provision in Section 4.6, a flight or trip must be carried out from or to a destination other than the confirmed destination, Arrow-s AG covers the costs of replacement transport – up to the amount of a second-class train journey – to the originally confirmed destination. Insofar as airlines are allowed to make changes to the route of flights that become necessary for important reasons, conversion of non-stop flights into flights with a stopover or transfer flights, changes from charter flights to scheduled flights and vice versa, as well as changes by airlines due to internationally valid aviation regulations, the customer is not entitled to withdraw from the contract free of charge. There is also no claim for reimbursement for any additional costs arising from such processes.
- 4.8 In the event of a significant change to a material contractual provision, the customer is entitled to:
- to withdraw from the travel contract free of charge,
 - to require participation in a trip of at least equivalent value, provided that Arrow-s Travel AG is able to offer such a trip from its own range of offers at no additional cost to the customer, or
 - to require participation in an inferior trip and a refund of the difference in price.
- The customer must assert these rights in writing to Arrow-s Travel AG immediately, but no later than five days after notification of the change in the travel service or the cancellation of the trip.
- 4.9 If the transport costs applicable at the time of conclusion of the contract, in particular fuel costs, Arrow-s Travel AG may increase the travel price in accordance with the following calculation:
- In the event of a seat-related increase, Arrow-s Travel AG may demand the increase amount from the customer;
 - In other cases, the additional transport costs required by the transport company are divided by the number of seats in the agreed means of transport. Arrow-s Travel AG may demand the resulting increase for the individual seat from the customer.
- If duties applicable to the agreed scope of services and included in the agreed scope of services, such as port or airport fees, landing fees, embarkation or disembarkation fees, are increased for Arrow-s Travel AG upon conclusion of the contract, the latter may increase the travel or event price by the corresponding pro rata amount. If the exchange rates change after conclusion of the travel contract, Arrow-s Travel AG may increase the travel or event price to the extent that the service has become more expensive for Arrow-s Travel AG as a result. In all of the above cases, an increase is only permitted if the circumstances leading to the increase have not yet occurred before the conclusion of the contract. In the event of a subsequent change in the price, the customer will be informed immediately. Price increases must be announced no later than three weeks before departure. A price increase of more than 10% is considered a significant contract change as defined in Section 4.8.

5. TRAVEL AND EVENT DOCUMENTS

- 5.1 The customer must inform Arrow-s Travel AG if he does not receive the required documents (e.g. flight ticket, hotel vouchers, etc.) within the period notified by Arrow-s Travel.
- 5.2 The customer is obligated to check the documents submitted to him for accuracy and completeness, in particular for compliance with the booking. The customer is also obliged to immediately inform Arrow-s Travel AG of any discrepancies, missing documents or other inconsistencies. If the customer culpably fails to comply with this obligation, he is co-responsible for any resulting damage (Art. 99 para. 3 in conjunction with Art. 44 para. 1 of the Swiss Code of Obligations).

6. WITHDRAWAL BY THE CUSTOMER/REBOOKING

- 6.1 If the customer withdraws trips (overnight trips) subject to the Package Travel Act (SR 944.3, couple) before the start of the trip or does not accept the event or trip, Arrows Travel AG may demand appropriate compensation for the travel arrangements made up to the cancellation and their expenses depending on the respective travel price, provided that the cancellation is not attributable to Arrow-s Travel AG and is no case of force majeure.

- 6.2 Instead of a specific calculation in accordance with Section 6.1, Arrow-s Travel AG is entitled to calculate the compensation in a staggered manner in accordance with the following table, taking into account the proximity of the date of withdrawal to the contractually agreed start of the trip as a percentage of the travel price:
- up to 30 days before departure: 40% of the travel price, but at least EUR 200,00;
 - up to 8 days before departure: 70% of the travel price;
 - from the 7th day before departure: 90% of the travel price.
- The date of receipt of the customer's declaration of withdrawal by Arrow-s Travel AG is decisive for calculating the above cancellation levels.
- 6.3 The customer's legal right, in accordance with Article 17 (1) PauRG, to assign the package tour to a third party who must meet all requirements for participation remains unaffected by the above conditions. The right of assignment is subject to the condition that all participating companies accept the change (e.g. hotels, airlines and shipping companies). The third party and the customer are jointly liable for payment of the price and for the additional costs arising from this assignment and rebooking.
- 6.4 For day events or flight bookings not covered by the Package Travel Act (SR 944.3, PauRG), however, the full amount for the booked event or flight is always due if the customer does not participate in the event or does not take the flight, regardless of the reasons. The customer has no right of withdrawal. The right to rebook in accordance with Section 6.6 is reserved.
- 6.5 For bookings of events, trips, or flights made by business customers, the full fee for the booked event or trip is always due, even if the booked services are not used or only partially used. If the business customer cancels the booked events, trips or flights up to 60 days before the start of the event or trip, Arrow-s Travel AG is entitled to demand or retain a compensation in the amount of 80% of the agreed fee for the arrangements and expenses made up to the date of cancellation. The full fee is always due from the 59th day before the start of the trip or event.
- 6.6 The customer has the option at all summer events to rebook the booked service to another summer event with still available spots within the same calendar year, within 8 days before the start of the trip or event, within the framework of the free REBOOKER GUARANTEE - regardless of the reasons - for both trips subject to the Package Travel Act (SR 944.3, PauRG) and day events, upon written cancellation of the booked service. It is not possible to conclude the REBOOKER GUARANTEE for pure flight bookings.

7. CANCELLATION/TERMINATION

- 7.1 Arrow-s Travel AG may cancel the trip and/or event if the minimum number of participants is not reached. In the case of trips subject to the Package Travel Act (SR 944.3, PauRG), Arrow-s Travel AG can only cancel the trip if it:
- a) has quantified the minimum number of participants in the respective travel announcement and stated the time by which the customer must receive the declaration at the latest before the contractually agreed start of the trip, and
 - b) stated the minimum number of participants and the latest deadline for notifying the cancellation in the travel confirmation or referred to the relevant information in the travel announcement; or
 - c) the cancellation is due to force majeure.
- 7.2 Cancellation due to failure to reach the minimum number of participants must be notified to the customer no later than the 21st day before the agreed departure or start of the event. If the trip or event is not carried out for this reason, the customer will immediately receive back the payments already made. Alternatively, the customer is entitled to request participation in a trip or event of at least equivalent value if Arrow-s Travel AG is able to offer such a trip or event from its own range of offers at no additional cost to the customer.
- 7.3 Arrow-s Travel AG may terminate the contract without notice if the customer permanently disrupts the implementation of the trip or event or if he acts contrary to the contract to such an extent that immediate cancellation of the contract is justified. A sustainable disruption of the implementation is also considered if the customer does not meet the special requirements set out in the travel or event documents with regard to his physical performance or due to health problems. In the case of termination in accordance with Section 7.3, Arrow-s Travel AG retains the right to payment.

- 7.4 Both the customer and Arrow-s Travel AG have the right to cancel the contract if the trip or event is significantly hampered, endangered or affected as a result of force majeure unforeseeable at the time of conclusion of the contract. If the contract is terminated in accordance with this provision, Arrow-s Travel AG loses the right to the agreed fee, but is entitled to deduct the demonstrably incurred expenses before refunding the already paid fee. Arrow-s Travel AG may be obligated to take the necessary measures as a result of the termination of the contract, in particular if the contract included return transportation, to transport the customer back. The customer bears the additional costs.

8. DEFECTS AND LIABILITY

- 8.1 If services are not provided in accordance with the contract, the customer may demand remedy. However, the customer is obligated to immediately report a defect to Arrow-s Travel AG. If the customer culpably fails to do so, the fee will not be reduced. This obligation only does not apply if a claim is discernible, hopeless or unreasonable for other reasons or if Arrow-s Travel AG could not have been unaware. The customer is obligated to immediately inform the event management or a representative of Arrow-s Travel AG of any defects.
- 8.2 If a customer wishes to cancel the contract due to failure to provide the contract service by Arrow-s Travel AG or for important reasons that Arrow-s Travel AG can see due to unreasonableness, he must first set Arrow-s Travel AG a reasonable period of time to remedy the situation. This only does not apply if a remedy is impossible or is refused by Arrow-s Travel AG, or if the immediate termination of the contract is justified by a particular interest of the customer that is recognizable to Arrow-s Travel AG.
- 8.3 Arrow-s Travel AG strongly recommends that its customers report any damage or delays in luggage transportation immediately at the scene by means of a damage report to the responsible airline. Airlines usually refuse refunds if the damage report has not been completed. The damage report must be filed immediately. The customer is recommended to take out travel accident and luggage insurance.
- 8.4 The contractual liability of Arrow-s Travel AG for damage that is not personal injury is limited to twice the price of the trip or event.
- 8.5 The tort liability of Arrow-s Travel AG for property damage that is not based on intent or gross negligence is – to the extent permitted – also limited to twice the travel or event price.
- 8.6 This maximum liability amount applies to each customer and trip or event.
- 8.7 Arrow-s Travel AG is not liable to the customer if the failure or improper performance is due to omissions on the part of the customer, unforeseeable or irreversible omissions by third parties who are not involved in the provision of the contractual service, as well as to force majeure or to an event which Arrow-s Travel AG or a service provider could not foresee or avert despite all due care.
- 8.8 Arrow-s Travel AG is also not liable for service disruptions, personal injury and property damage in connection with services that are merely provided as third-party services (e.g. trips, sports events, theatre visits, exhibitions, transportation services to and from the advertised starting and destination points).
- 8.9 Claims due to failure to provide the services in accordance with the contract must be made by the customer within one month of the contractually agreed date of completion of the trip or event. The claim can only be made against Arrow-s Travel AG within the deadline. After expiry of the period, the customer can only assert claims if he was prevented from adhering to the deadline through no fault of his own.
- 8.10 Claims for damages against Arrow-s Travel AG, irrespective of the reason, expire within one year. The limitation period begins on the day following the end of the booked service in accordance with the contract.

9. PASSPORT AND VISA REQUIREMENTS, HEALTH FORMALITIES, TRAVEL CANCELLATION INSURANCE

- 9.1 Arrow-s Travel AG will inform its customers – insofar as this is important for the trip or event in question – in an appropriate manner about the entry, passport and visa requirements applicable to nationals of the EC and EFTA states, including the deadlines for obtaining these documents and health formalities.
- 9.2 The customer is personally responsible for obtaining and carrying the travel documents required by the authorities, for any vaccinations required and for compliance with customs and foreign exchange regulations. Disadvantages arising from failure to comply with these regulations, e.g. payment of cancellation costs, are at his expense.
- 9.3 The customer is hereby expressly informed that it is possible to take out travel cancellation insurance and/or insurance to cover repatriation costs in the event of an accident or illness. The customer is expressly recommended to take out such insurance. Travel cancellation insurance or insurance to cover repatriation costs in the event of an accident or illness is not included in the respective trip or event price.

10. APPLICABLE LAW AND PLACE OF JURISDICTION

- 10.1 Swiss law applies exclusively to the entire legal and contractual relationship between Arrow-s Travel AG and the customer. The regulations of international agreements, which contain contractually binding provisions, remain unaffected.
- 10.2 The place of jurisdiction for the assessment of any disputes arising from this contract is Zug, Switzerland.
- 10.3 Should individual provisions be or become ineffective or invalid, this shall not affect the validity and effectiveness of the remaining provisions. In such a case, the invalid provision must be reinterpreted or amended in such a way that the intended purpose of the regulation is achieved as far as possible.

These General Terms and Conditions have been drawn up in the original German language and are also available in an English translation. The German version shall be exclusively applicable for any interpretations and definitions. In case of conflicts between the German and the English text, the German text shall prevail.

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