

**ARTICLE 1. | DEFINITIONS**

In these general terms and conditions, the following terms, including those in the singular and plural form, are defined as stated below insofar as not ensuing otherwise from the nature or purport of the provisions.

1. Makasa Ltd.: Makasa Ltd., the user of these general terms and conditions, with its registered office in Moshi, Tanzania.
2. Traveller: the party with whom Makasa Ltd. has concluded or intends to conclude an agreement, as well as anyone for whose benefit the contract has been concluded, or at least anyone using the travel services under the agreement.
3. Travel service: a service concerning:
  - a) passenger transport;
  - b) accommodation that does not form a material part of passenger transport and that is not intended for residential purposes;
  - c) the hiring of cars or other motor vehicles as referred to under Section 7:500, subsection 1(i) of the Netherlands Civil Code;
  - d) other tourist services that do not form a material part of a travel service as referred to under a, b or c.
4. Package Tour: the agreement under which Makasa Ltd. undertakes vis-à-vis the traveller to provide a combination of at least two different types of travel services for the same trip or holiday offered by Makasa Ltd. and which includes an overnight stay or a period of more than 24 hours.
5. Agreement: every agreement concluded between Makasa Ltd. and the traveller that concerns a package tour or one or more travel services that do not constitute a package tour together.
6. In writing: communication in text form, communication by e-mail or any other form of communication which can be deemed similar to this in accordance with the prior art and generally accepted standards.

**ARTICLE 2. | GENERAL PROVISIONS**

1. These general terms and conditions apply to all offers of Makasa Ltd. and to every agreement that is concluded.
2. The applicability of any general terms and conditions of the traveller, however described, is explicitly excluded.
3. The provisions of these general terms and conditions can be deviated from explicitly and in writing only. If and insofar as the explicit and written agreement between the parties deviates from the provisions of these general terms and conditions, the explicit and written agreement between the parties will apply.
4. The nullification or nullity of one or more of the provisions of these general terms and conditions or the agreement do not affect the validity of the other provisions. Where applicable, the parties are obliged to consult each other in order to come to an alternative arrangement with regard to the affected provision. When doing so, the object and purport of the original provision must be taken into account to the greatest possible extent.

**ARTICLE 3. | OFFER AND FORMATION OF THE AGREEMENT**

1. Even if a term of acceptance is stated therein, every offer of Makasa Ltd. is without obligation and subject to sufficient availability of the travel services or package tour offered. If so required, the offer of Makasa Ltd. may be revoked by Makasa Ltd. after formation of the agreement. Offers will be revoked no later than two working days after the formation of the agreement.
2. The traveller cannot derive any rights from offers of Makasa Ltd. based on information provided by the traveller that is incorrect or incomplete.
3. Apparent errors and mistakes in offers by Makasa Ltd. do not bind Makasa Ltd..
4. A compound quotation does not oblige Makasa Ltd. to perform part of the offer at a corresponding part of the quoted price.
5. Without prejudice to the provisions of paragraph 1, every agreement is concluded the moment the offer of Makasa Ltd. is accepted by the traveller within the validity period if stated in the offer for this purpose and subject to the traveller having fulfilled all the conditions stated in the offer. However, if Makasa Ltd. has demanded a down payment in its offer, the agreement, without prejudice to the provisions of the previous sentence, will not come into effect until Makasa Ltd. has received the down payment in full.
6. A traveller who concludes the agreement (partly) on behalf of one or more other travellers, declares to be authorised to do so by entering into the agreement. That traveller (hereinafter referred to as 'the other party of Makasa Ltd. '), in addition to these other travellers, will be jointly and severally liable for all obligations arising from that agreement. Without prejudice to the joint and several liability of the other party of Makasa Ltd., the other travellers are liable for their respective parts in the agreement. The other party of Makasa Ltd. is at all times liable towards the latter for fulfilling the payment obligations arising from the agreement. In addition, the communication with Makasa Ltd. will only be conducted via the other party of Makasa Ltd. unless stipulated otherwise in these general terms and conditions.

**ARTICLE 4. | THE TRAVELLER'S OBLIGATION TO PROVIDE INFORMATION WHEN ENTERING INTO THE AGREEMENT**

The traveller guarantees that he will provide Makasa Ltd. with all information necessary for the conclusion and execution of the agreement in time and if applicable, in the manner indicated by Makasa Ltd., such as through the booking form made available by Makasa Ltd.. The traveller further guarantees that all information provided by him to Makasa Ltd. is accurate and complete. Names of travellers provided to Makasa Ltd. must be an exact match with the names as stated in their passports. In addition, the traveller, before or upon conclusion of the agreement at the latest, is obliged to provide Makasa Ltd. with all other information relating to the travellers

registered by him, which information could be of importance to the conclusion and execution of the agreement.

**ARTICLE 5. | FURTHER OBLIGATIONS OF THE TRAVELLER**

1. It is the responsibility of the traveller to take out any travel and/or cancellation insurance at his own expense and risk.
2. The traveller is responsible for carrying the necessary documents with him during the trip, such as a valid passport/identity card and visa, as well as any other documents in compliance with the regulations that apply to the traveller in the country of destination. In the event that the package tour or travel services must be cancelled or cut short as a result of a circumstance attributable to the traveller, including a circumstance as referred to above, Makasa Ltd. is not liable for the damage or loss arising from it.
3. The traveller is obliged to comply with all instructions from Makasa Ltd. and from third parties who are party to the agreement, such as carriers and hoteliers. The traveller is liable for damage or loss caused by his impermissible behaviour, to be assessed against the criteria of what is deemed to be a civilised traveller.
4. A traveller whose behaviour is (potentially) causing a nuisance or trouble, thereby severely impeding or possibly impeding the proper execution of the agreement, can be excluded from (continued) participation in the package tour or travel services if Makasa Ltd. or the third parties who are party to the agreement, cannot reasonably be expected to continue to perform the agreement.
5. All damage or loss resulting from a situation as referred to in the previous paragraphs will be at the expense of the traveller if and insofar as the consequences of the nuisance or trouble can be attributed to him.
6. The traveller is obliged to avoid possible damage or loss or to limit it as much as possible, particularly so through timely and proper compliance with the obligation to provide information as referred to in Article 4.

**ARTICLE 6. | CANCELLATION BY THE TRAVELLER OF THE AGREEMENT, OTHER THAN A PACKAGE TOUR**

If the traveller cancels all or part of the agreement other than a package tour, Makasa Ltd. continues to be entitled to full payment of the agreed price.

**ARTICLE 7. | CANCELLATION BY THE TRAVELLER OF A PACKAGE TOUR**

1. Without prejudice to the provisions of paragraphs 2 and 4, a traveller cancelling a package tour owes the following cancellation costs. In the event of cancellation:
  - up to the 56<sup>th</sup> day (exclusive) before the start of the package tour: 25% of the agreed price;
  - from the 56<sup>th</sup> day (inclusive) up to the 42<sup>nd</sup> day (exclusive) before the start of the package tour: 40% of the agreed price;
  - from the 42<sup>nd</sup> day (inclusive) up to the 28<sup>th</sup> day (exclusive) before the start of the package tour: 50% of the agreed price;
  - from the 28<sup>th</sup> day (inclusive) up to the 14<sup>th</sup> day (exclusive) before the start of the package tour: 75% of the agreed price;
  - from the 14<sup>th</sup> day (inclusive) before the start of the package tour: the full price agreed.
2. The price of any airline tickets will be charged in full, in addition to the cancellation costs referred to in paragraph 1. Furthermore, if Makasa Ltd. argues convincingly that it suffers damage or loss due to the traveller cancelling the package tour, which damage or loss exceeds the applicable cancellation costs as referred to in paragraph 1, the full damage or loss suffered by Makasa Ltd. will be payable by the traveller instead. This may be the case if Makasa Ltd. has already incurred costs in connection with the reservation of accommodations and/or transport other than air transport or for the reservation of activities, such as a safari. The compensation as referred to here will be the agreed price in full or less.
3. Notices of cancellation submitted after office hours are deemed to have been received the next working day.
4. If the traveller cancels a package tour due to a circumstance not attributable to him, he is entitled to a refund or remission of the agreed price in respect of his share in the agreement or if the package tour has already been partially enjoyed, a proportionate part thereof. The traveller falling ill and other personal circumstances are not regarded as circumstances not attributable to the traveller.
5. If a traveller from the travel party cancels his share in the package tour, he will owe cancellation costs. If at the time of the conclusion of the agreement, a different price would apply based on the size of the remaining travel party, the price for the remaining travellers will be changed accordingly. The changed agreement is subject to the standard payment terms of Article 12. If a change of the package tour as referred to above is impossible, the agreement will be cancelled for all travellers, as a result of which they will all owe cancellation costs.

**ARTICLE 8. | CANCELLATION BY MAKASA LTD.**

1. Makasa Ltd. can cancel the agreement other than a package tour on account of serious cause communicated with the traveller promptly. In that case, the traveller is entitled to reimbursement of all amounts paid for the travel services, without being entitled to additional compensation.
2. Makasa Ltd. may cancel a package tour and refund the traveller in full for any amounts paid for the package tour without being liable for damages, if:
  - a) the number of persons having registered for the package tour is lower than the minimum number as stated in the agreement and the traveller is informed of the cancellation of the package tour by Makasa Ltd. within the period as specified in the agreement but no later than:
    - twenty days before the start of the package tour in the event of trips of more than six days;

- seven days before the start of the package tour in the event of trips of two to six days;
  - forty-eight hours before the start of the package tour in the event of trips of fewer than two days; or
- b) Makasa Ltd. cannot carry out the package tour as a result of unavoidable and extraordinary circumstances and immediately notifies the traveller thereof before the start of the package tour, i.e. notifies the traveller that the package tour will be cancelled.

3. The refunds by virtue of paragraphs 1 and 2 will be paid to the traveller without delay yet, in any case, no later than fourteen days after the cancellation of the agreement.

**ARTICLE 9. | PRICE CHANGES**

1. Prices can only be increased after the conclusion of the agreement if expressly provided for this in the agreement. A package tour agreement must furthermore explicitly state how price revisions must be calculated in the event of a price increase, as well as that travellers are entitled to a price reduction by virtue of paragraph 5.
2. Price increases within the framework of a package tour are only permitted as a direct result of changes in:
  - a) the price of passenger transport that can be attributed to the increase in cost price of fuel or other energy sources;
  - b) the level of taxes or costs in respect of travel services included in the agreement, levied by third parties who are not a direct party to the package tour, including tourist taxes, landing fees and departure or arrival tax in ports and airports; or
  - c) exchange rates that have an impact on the package tour.
3. If the price increase referred to in paragraphs 1 and 2 is more than 8% of the price of the package tour, Articles 10.2 to 10.5 apply.
4. Irrespective of the scope thereof, a price increase within the framework of a package tour is only possible if Makasa Ltd. notifies the traveller no later than 20 days before the start of the package tour through a durable data carrier, clearly and comprehensibly, stating the reasons for that price increase and a calculation.
5. If the package tour provides for the possibility of price increases, the traveller will be entitled to a price reduction corresponding to any reduction of the costs referred to in paragraphs 2(a), (b) and (c), occurring after the conclusion of the agreement and before the start of the package travel.
6. In the event of a price reduction, Makasa Ltd. has the right to deduct the actual administrative fees from the refund due to the traveller. Makasa Ltd. will prove those administrative costs at the request of the traveller.

**ARTICLE 10. | CHANGES TO THE AGREEMENT BY MAKASA LTD.**

1. Makasa Ltd. is entitled to change the agreement other than a package tour on account of serious cause communicated with the traveller promptly. The traveller can only reject the change if the significance thereof exceeds the limits of what is deemed minor. Before the start of the package tour, Makasa Ltd. may only unilaterally change the terms of a package tour, except for price changes in accordance with Article 9, if:
  - a) it concerns an insignificant change, and
  - b) Makasa Ltd. notifies the traveller thereof through a durable data carrier, clearly, comprehensible and in a way that stands out.
2. If before the start of the package tour, Makasa Ltd. is forced to drastically change one of the main characteristics of travel services within the meaning of Section 7:502, subsection 1(a) of the Netherlands Civil Code or if it is unable to meet the traveller's special wishes previously accepted by Makasa Ltd., or if Makasa Ltd. proposes to increase the package tour price by more than 8% in accordance with Article 9.3, the traveller, within a reasonable period as determined by Makasa Ltd., has the option to:
  - a) accept the proposed change; or
  - b) terminate the agreement without payment of the cancellation costs as referred to in Article 7.
3. Makasa Ltd. immediately notifies the traveller through a durable data carrier, clearly, comprehensible and in a way that stands out of:
  - a) the changes proposed in paragraph 2 and, where applicable, in accordance with paragraph 4, the effect thereof on the price of the package tour;
  - b) a reasonable period within which the traveller must notify Makasa Ltd. of his decision under paragraph 2;
  - c) the consequences of the fact of the traveller being unable to answer within the period referred to in section b);
  - d) where applicable, the replacement package tour on offer and its price.
4. If the changes to the package tour referred to in paragraph 2 or the replacement package tour referred to under paragraph 3(d) entail a reduction in the quality or cost of the package, the traveller is entitled to an appropriate price reduction.
5. If the package tour is terminated on the grounds of paragraph 2(b) and the traveller does not accept a replacement package tour, Makasa Ltd. will refund the traveller all amounts paid by or on behalf of the traveller without delay, which, in any case, will be no later than fourteen days after the agreement has been terminated. Articles 15.2 to 15.9 apply by analogy.

**ARTICLE 11. | SUSPENSION AND DISSOLUTION**

1. If reasonably justified by the circumstances of the event, Makasa Ltd. will be entitled to suspend the execution of the agreement or to fully or partially dissolve it with immediate effect if and insofar as the traveller fails to fulfil his obligations under the agreement or if he fails to do so in time or in full, or if circumstances brought to the attention of Makasa Ltd. after conclusion of the agreement give good reason to fear that the traveller will not fulfil his obligations. If the traveller is not permanently unable to fulfil the obligations with regard to which he is failing or in danger of failing, the right to dissolve the agreement



is not created until after a written notice of default is submitted, which notice of default must state a reasonable term within which the traveller can still fulfil his obligations and fulfilment continues to be forthcoming after expiry of the term referred to last.

- The traveller can never claim any form of compensation in connection with the right to suspension or dissolution being exercised by Makasa Ltd. by virtue of this article.
- The traveller is obliged to compensate Makasa Ltd. for damage or loss attributable to the traveller and suffered by Makasa Ltd. as a result of the suspension or dissolution of the agreement.
- If Makasa Ltd. dissolves the agreement by virtue of this article, all claims against the traveller become immediately due and payable.

#### ARTICLE 12. | PRICES AND PAYMENT TERMS

- The total price, including taxes and other costs, will be stated upon conclusion of the agreement at the latest. Other costs do not include costs that are not inextricably linked to the package tour or travel services offered, such as the costs of additional services or other performances delivered by Makasa Ltd. or third parties at the request of the traveller. The latter costs will be payable by the traveller as an additional expense.
- The published prices are based on the prices, levies and taxes known by Makasa Ltd. at the time of publication thereof.
- Payment must be made in the currency and manner as indicated by Makasa Ltd..
- Unless expressly agreed otherwise, 25% of the travel sum of a package tour must be paid in the form of an initial deposit, no later than seven days after the invoice date. The remaining balance must be paid no later than six weeks before departure. If departure is within six weeks, the full travel sum must be paid no later than five days after the invoice date or if departure is earlier, before departure at the latest.
- In the event that the agreement does not concern a package tour but one or more airline tickets form a part thereof, the full price thereof is due upon conclusion of the agreement.
- Makasa Ltd. is entitled to make the invoice intended for the traveller available by e-mail only.
- In the event of late payment, the traveller will be in default by operation of law and Makasa Ltd. will reserve the rights referred to in Article 11. From the day that the traveller is in default, he owes the then prevailing statutory (commercial) interest rate. The statutory (commercial) interest rate is calculated up to and including the day that the outstanding payment has been settled in full.
- All reasonable costs, including judicial, extrajudicial and enforcement costs incurred to collect the amounts owed by the traveller to Makasa Ltd., are payable by the traveller.

#### ARTICLE 13. | TRANSFER OF A PACKAGE TOUR

- The traveller can transfer his legal relationship vis-à-vis Makasa Ltd. to a third party who meets all the conditions of the agreement, no later than seven days before the start of the package tour or in such timely manner that still leaves sufficient time to perform all necessary actions and formalities, provided that the conditions of the service providers involved in the package tour do not oppose the transfer.
- If the request for transfer cannot be granted, Makasa Ltd. will inform the traveller thereof, stating the reasons.
- The transfer is effected by means of a specific agreement to that end with the third party and written notification thereof by the transferring traveller to Makasa Ltd.. The transferring traveller and the third party are jointly and severally liable for payment of the remaining balance of the travel sum and any additional fees, surcharges and other costs arising from the transfer. Makasa Ltd. notifies the person transferring the package tour of the actual costs of the transfer. These costs must not be unreasonable nor should they exceed the actual costs incurred by Makasa Ltd. resulting from the transfer. Makasa Ltd. provides the person transferring the package tour with evidence of the additional fees, surcharges and other costs resulting from the transfer.

#### ARTICLE 14. | CONFORMITY AND COMPLAINTS IN THE EVENT OF PACKAGE TOURS

- Makasa Ltd. is responsible for the provision of the travel services which the package tour relates to, regardless of whether these services are provided by Makasa Ltd. or other service providers.
- The traveller, taking into account the circumstances of the case, will immediately notify Makasa Ltd. of any non-conformity he has observed during the provision of a travel service included in the package tour.
- If one or more travel services are not performed in accordance with the package tour, Makasa Ltd. will ensure that the non-conformity is remedied unless this:
  - is impossible; or
  - involves disproportionately high costs, taking into account the degree of non-conformity and the value of the relevant travel services.
- If Makasa Ltd. does not remedy the non-conformity by invoking paragraph 3(a) or (b), Article 15 applies.
- Without prejudice to the exceptions in paragraph 3, if Makasa Ltd. fails to remedy the non-conformity within a reasonable period as set by the traveller, the traveller will have the opportunity to do so himself and request reimbursement of the necessary expenditure. If Makasa Ltd. refuses to remedy the non-conformity or if it requires immediate remedy, the traveller does not have to set a time limit.
- If a significant part of the services, including the return of the traveller to the place of departure, cannot be performed as agreed, Makasa Ltd., at no additional cost to the traveller, will if possible, offer a suitable package with a view to continuing the package tour, which package will be of an equivalent or higher quality than the one stipulated in the agreement. If the proposed alternative package results in a package tour of a lower quality than stipulated in the

original package tour, Makasa Ltd. will award the traveller an appropriate price reduction.

- The traveller can only reject the proposed alternative package referred to in the previous paragraph if it is not comparable to what was agreed in the original package tour or if the awarded price reduction is insufficient.
- If the non-conformity has significant consequences for the performance of the package tour and Makasa Ltd. has not remedied this within a reasonable period set by the traveller, the traveller may terminate the package tour without having to pay the cancellation costs as referred to in Article 7 and where applicable, request a price reduction and compensation in accordance with Article 15. If no alternative package can be offered or if the traveller rejects these in accordance with paragraph 7, the traveller, in accordance with article 15 if applicable and where applicable, is entitled to a reduction in price or compensation, regardless of whether the package tour is cancelled. If the package tour includes passenger transport, Makasa Ltd., in the cases referred to here and without additional costs for the traveller, will also provide for immediate repatriation of the traveller with equivalent transport.
- If as a result of unavoidable and extraordinary circumstances, the return of the traveller cannot be arranged as agreed, the cost of the necessary accommodation, of an equivalent category if possible, will be borne by Makasa Ltd. for a maximum of three nights per traveller.
- Without prejudice to the previous paragraph, the time limits under the relevant European Union law on passengers' rights and the relevant means of transport for the return of the traveller apply if they provide for longer periods.
- The limitation of costs set out in paragraph 9 does not apply to persons with reduced mobility within the meaning of Section 2(a) of Regulation (EC) No. 1107/2006 of the European Parliament and the Council of 5 July 2006 on the rights of disabled persons and persons with reduced mobility when travelling by air (PbEU, L 204), nor to persons accompanying them, pregnant women, unaccompanied minors and persons in need of specific medical assistance, provided that Makasa Ltd. has been notified of their special needs at least 48 hours prior to the start of the package tour.

#### ARTICLE 15. | COMPENSATION IN THE EVENT OF NON-COMPLIANCE RE PACKAGE TOURS

- The traveller is entitled to an appropriate price reduction for each period of non-conformity as referred to in the previous article unless Makasa Ltd. demonstrates that the non-conformity is attributable to the traveller.
- The traveller is entitled to appropriate compensation from Makasa Ltd. for all damage or loss suffered by the traveller as a result of non-conformity unless Makasa Ltd. demonstrates that the non-conformity is due to:
  - the traveller;
  - a third party who is not involved in the provision of the travel services included in the package tour and the non-conformity could not be foreseen or prevented; or
  - unavoidable and extraordinary circumstances.
- The compensation must be paid without delay.
- If an international treaty to which the European Union is a party sets limits to the conditions under which service providers who provide travel services forming part of a package tour have to pay compensation, or to the level of that compensation, those limits will also apply to Makasa Ltd.. If an international treaty to which the European Union is not a party, but the Netherlands are, limits the compensation that must be paid by a service provider, those limits will also apply to the compensation to be paid by Makasa Ltd..
- Without prejudice to the provisions of paragraph 4, Makasa Ltd. cannot exclude or limit its liability for damage or loss if the damage or loss:
  - consists of personal injury to the traveller; or
  - was caused by intentional or negligent acts by Makasa Ltd..
- Within the framework of package tours, the liability of Makasa Ltd. is limited to three times the travel sum in the event of damage or loss other than the damage or loss referred to in paragraph 5.
- The time limit for submitting a claim for compensation within the framework of a package tour is two years.
- Any right to compensation or price reduction under these general conditions will not affect passengers' rights under Regulation (EC) No. 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to air passengers in the event of denied boarding and of cancellation or long delay of flights and repealing Regulation (EEC) 295/91 (PbEU, L 46), Regulation (EC) No. 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations (PbEU, L 315), Regulation (EC) No. 392/2009 of the European Parliament and of the Council of 24 November 2009 on the liability of carriers of passengers by sea in the event of accidents (PbEU, L 131), Regulation (EU) No. 1177/2010 of the European Parliament and of the Council of 24 November 2010 on the rights of passengers when travelling by sea and inland waterway amending Regulation (EC) No. 2006/2004 (PbEU L 34) and Regulation (EU) No 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No. 2006/2004 (PbEU, L 55), and international treaties.
- The compensation or price reduction under these general terms and conditions and the compensation or price reduction granted under the regulations and international treaties referred to in the previous paragraph will be set off against each other.

#### ARTICLE 16. | HELP AND ASSISTANCE

- Makasa Ltd. is obliged to provide the traveller with immediate help and assistance if the traveller is experiencing difficulties, including the circumstances referred to in Article 14.9, in particular by:
  - providing proper information about medical services, local authorities and consular assistance;
  - assisting the traveller with the use of remote communication and finding alternative travel packages.
- If the difficulties are the result of intent or negligence on the part of the traveller, Makasa Ltd. may request reasonable compensation for the help and assistance provided. This compensation will in no case be more than the actual costs incurred by Makasa Ltd..

#### ARTICLE 17. | PROTECTION AGAINST INSOLVENCY IN THE EVENT OF PACKAGE TOURS

- By joining the GGTO Guarantee Fund, Makasa Ltd. has taken the necessary measures to ensure that when due to financial inability, it fails to (continue to) fulfil its obligations vis-à-vis the traveller in respect of its package tour, arrangements will be made to ensure the transfer of its obligations to another party or to refund the travel sum or, if the travel services have already been partially enjoyed, a proportionate part thereof. If the package tour includes passenger transport, the measures include repatriation of the traveller.
- The measures referred to in paragraph 1, in any case, comprise:
  - reasonably foreseeable costs;
  - the amounts paid by or on behalf of travellers in connection with the package tour, taking into account the duration of the period between the down payment and the final payment and the full execution of the package tour;
  - the estimated cost of repatriation in the event of financial inability of Makasa Ltd..
- If the traveller has already arrived at the place of destination and the package tour is affected by Makasa Ltd.' financial inability, the traveller will be entitled to free repatriation under the measures referred to in paragraph 1 and if necessary, the financing of accommodation whilst awaiting repatriation.
- With regard to travel services that form a part of the package tour which have not been provided, refunds must be made at the request of the traveller without delay.

#### ARTICLE 18. | LIABILITY IN GENERAL

- The liability of Makasa Ltd. exists exclusively to the extent provided for in these general terms and conditions. The above is without prejudice to the legal rights of Makasa Ltd..
- Makasa Ltd. is not liable for printing or typing errors on its website, in its brochures, promotional materials or other communications.
- Makasa Ltd., without prejudice to the provisions of Article 14, 15, 16 and 17, is not liable for damage or loss resulting from delays, strikes, changes in transport, cancellations in transport services due to terrorist attacks, weather conditions, natural disasters, bankruptcies of carriers or other forms of force majeure.
- Makasa Ltd., without prejudice to the provisions of articles 14, 15, 16 and 17, is not liable for indirect damage or loss, including but not limited to losses incurred, loss of profits, damage or loss due to business interruptions, damage or loss due to theft, loss of property or injury or accidents incurred by or inflicted on the traveller. In addition, no liability is accepted for damage or loss caused by the use of any accommodation or means of transport during the travel period, except for the provisions of Articles 14, 15, 16 and 17, nor is Makasa Ltd. liable for damage or loss caused by the traveller's impermissible or unlawful behaviour during the travel period.
- Makasa Ltd. is not liable for possible damage or loss caused by misconduct, such as but not limited to aggression and drunkenness caused by the traveller. The traveller being refused or removed from accommodation or means of transport as a result of misconduct or failure to follow the instructions of staff will be at the expense and risk of the traveller. Makasa Ltd. does not grant a refund in these cases.
- Makasa Ltd. is not liable for the loss of monetary means and damage to or loss of negotiable documents, gold, silver, jewellery, works of art or other items of value.
- Without prejudice to the provisions of Articles 14, 15, 16 and 17, the liability of Makasa Ltd. is limited to the invoice value of the agreement, at least for that part of the agreement which the liability of Makasa Ltd. relates to, on the understanding that the liability of Makasa Ltd. will never exceed the actual amount paid out by virtue of the liability insurance of Makasa Ltd. in the relevant case, increased by the possible excess of Makasa Ltd. applicable under that insurance.
- The limitations of liability in these general terms and conditions also apply to any Makasa Ltd. employees and to service providers involved and their personnel unless the law, treaty or regulation excludes this under a mandatory provision.

#### ARTICLE 19. | FINAL PROVISIONS

- Every agreement and all legal relationships ensuing from it between the parties are governed exclusively by Dutch law.
- Before bringing a matter before the court, the parties are obliged to do everything they can to resolve disputes by mutual agreement.
- Insofar as not prescribed otherwise by mandatory law given the facts and circumstances of the case, only the court with jurisdiction where Makasa Ltd. has its registered office is appointed to take cognizance of any legal disputes.
- In the event that these general terms and conditions are available in multiple languages, the Dutch version is at all times decisive with regard to the interpretation of the provisions stipulated therein.

