

General Travel Conditions (GTC 1992)

Adjustments to the Amendment to Consumer Protection Law BGBl. (=Federal Law Gazette) 247/93 and to the Warranty Claim BGBl 1 48/2001

Jointly discussed in the Consumer Advisory Board of the Federal Ministries of Health, Sport and Consumer Protection in accordance with sec. 73 para. 1 GewO (=Trade, Commerce and Industry Regulation Act) 1994 and sec. 8 of the regulation of the Federal Minister for Economic Affairs, as amended in 1994, on regulations for the travel agency business. The entire text can be obtained at any travel agency or requested by the organizer. The travel agency can act as an agent (broker) and/or as an organizer. The agent assumes the obligation to take care of the provision of other persons' claims for services. The organizer is the company which offers either several tourist services at an all-inclusive price (package tour/travel organization) or promises to render single tourist services as services on own account and generally provides separate literature, announcements, advertisements, etc. for this purpose. A company which acts as a tour operator can also act as an agent if external services are concerned and arranged (e.g. optional excursions on site at the vacation resort), provided that it indicates its function as an agent. The following conditions constitute the wording of a contract, according to which travel agencies acting as an agent or as an organizer usually conclude agreements with their customers/tourists (Note: in terms of the Austrian Consumer Protection Law, KSchG). The special conditions of the brokered tour operators, transport enterprises (e.g. train, ship), as well as of other brokered service providers shall prevail.

Travel Agency as an Organizer:

The following terms and conditions constitute the basis of the contract, which the booking party either directly concludes with an organizer or which is concluded via an agent. In case of a direct conclusion the organizer has the corresponding obligations and responsibilities of an agent. The organizer generally accepts these present GENERAL TRAVEL CONDITIONS; divergences/variations are pointed out in the advertising material according to sec. 8 of the following exercise regulations.

1. Booking/Conclusion of the Contract

Reservations must be made in writing or via e-mail and become binding upon delivery of the booking confirmation. A deposit (partial payment) of 10% of the arrangement price has to be made in connection with the booking. The final payment must be made 10 days prior to departure at the latest. Only and solely upon entire payment of the travel price will the travel documents/vouchers be dispatched. Please consider the transfer period of up to 5 days! Should payment not have been made at the latest 3 days prior to departure, a fee of EUR 5,- will be charged for additional expenditures. Since the travel documents are dispatched by post, Donau Touristik GmbH cannot assume any liability in this case that the travel documents reach the customer on time.

2. Change/Rebooking

A change/substitution of the travel participant is possible if the replacement person fulfils all and any conditions of participation, and if this takes place at the latest 14 days prior to departure. The assignor and the assignee are also jointly and exclusively liable for the incurred additional costs resulting from the substitution. In case of changes concerning the participant, boarding, lodging, transportation, or the itinerary, a rebooking fee of EUR 25,- will be charged. If train tickets have already been delivered, 35% of the contract value will be charged in case of any changes!

3. Subject Matter of the Contract, Information, and other Incidental Services:

The customer is responsible for his/her compliance with all applicable passport, visa, customs, foreign currency, airport and health regulations and for the completeness of his/her travel documents at his/her own risk. Participation in the journey occurs at one's own risk. Every participant is responsible for observing the road traffic regulations or that he/she can cope with the physical requirements of the journey. The participation of minors is only possible in attendance of a legal guardian/parent. Beyond the information duties of agents, the organizer also has to sufficiently present the services offered by him/her. The service descriptions contained in the catalogue or prospectus, which is applicable at the time of booking as well as the other information contained in it, are a subject of the travel contract, unless otherwise agreed in the course of booking. The stated stage places are the most and primarily visited stage goals or milestones.

4. Travelling with Special Risks:

In cases of journeys with special risks (e.g. expedition/adventure holidays) the organizer is not liable for the consequences which arise in the course of the occurrence of the risks, if those occur beyond his/her sphere of obligations.

5. Legal Basis in Case of Defaults:

5.1. Warranty

In case of non or deficiently rendered/performed services the customer has a warranty claim. The customer agrees

with the fact that the organizer will perform services which are proper and free of deficiencies within an appropriate period of time and that he/she will improve any deficient services, instead of granting the customer's claim to terminate the contract or reduce of price. Remedy can occur in a way that the deficiency is corrected or an equal or higher-valued replacement service, which is also expressly approved by the customer, is rendered.

5.2. Compensation for Damages

If the organizer or his/her assistants intentionally or negligently breach any of the organizer's obligations under the contractual relationship, the organizer is obliged to indemnify the customer for and against any loss/damages resulting from it. As far as the tour operator is responsible and liable for persons other than his/her employees, he/she is liable - except in cases of personal injury - only if he/she does not prove that these persons have neither acted intentionally nor negligently. The organizer is not liable for objects in transported luggage which are usually not transported in luggage. Exception: The customer has PREVIOUSLY informed the organizer in writing. Therefore, objects other than those of everyday use can only and solely be transported upon previous information and then only SEPARATELY. Damages to luggage handles generally can NOT be covered because our employees must touch those respectively.

5.3. Notification of Deficiencies

The customer has to immediately notify the organizer himself/herself or a representative of the organizer of any default in the fulfillment/performance of the contract, which is noticed by the customer during the journey. This implies, however, that he/she has been notified of such a default and that he/she is reachable on the spot (in situ) without any mentionable endeavor. Failure in notification does not affect the warranty claims of the customer described under 5.1. However, it can be imputed as a contributory negligence and may in this respect reduce his/her possible claims for damages. The organizer must have advised the customer, however, in writing either directly or through the agent of this notification obligation. In addition, the customer must have been advised at the same time of the fact that an omission/failure regarding this notification does not affect his warranty claims, however, it can be charged as a contributory negligence. If necessary, it is advisable to inform the organizer directly of any deficiencies in the absence of a local representative and to request remedy.

5.4. Liability-Specific Special Laws

The organizer is liable for flights/air travel, amongst others, according to the Warsaw Convention and its supplementary agreement, and for rail and bus travel according to the Federal Railway and Car Liability Law. In case of cruises/ship travel Donau Touristik is liable in accordance with the Austrian Inland Water Transportation Law.

5.5. Luggage/Luggage Transport

In the course of everyday transport, luggage experiences a normal wear and tear. It is recommended to use very robust luggage pieces. Only 1 luggage piece can be transported per person. For cosmetic damages and damages to the handles or straps which may originate from the usual wear and tear, no liability can be assumed. We are liable for damages or the loss of luggage only up to max. EUR 500,- per person and only when these damages occur during transport by our agents, representatives, or assistants and are immediately brought to the attention of said agents. The transport of customer bicycles is only possible at customer's own risk, because the available transport trailers have fixed settings for the organizer's bikes and the fixation of third party bikes is only partially possible. Therefore, we are not liable for damages resulting during bicycle transport, so we offer transport liability insurance for purchase at a cost of EUR 63,-. Due to customs provisions, luggage pieces must not be locked at international borders (customs controls) and cash, documents and valuables cannot be held in your luggage but must be kept by the customer personally (also see 5.2.). Taking out a baggage insurance (contract) is definitely recommended.

6. Assertion of Possible Claims

In order to facilitate the assertion of claims, the customer is recommended to demand a written confirmation of the non-performance or deficient performance of services and/or to preserve supporting documents, evidence and witnesses. Warranty claims can only be asserted within 2 years. Claims for damages become time-barred after 3 years. In the interests of the traveller it is advisable to assert claims immediately upon return of the journey (at the latest 4 weeks after the contractually provided termination) directly against the organizer or the respective (brokering) travel agency.

7.1. Withdrawal from the Contract by the Customer (Contract Cancellation):

If material integral parts of the contract are amended by the organizer, the customer can withdraw from the contract without any costs (free of charge). The organizer is obliged to immediately inform the customer of the contract amendment directly or through the agent, and additionally advise the customer of the existing option to either withdraw from the contract or to accept the amendment. The customer has to exercise his option immediately. In cases of cancellations of booked journeys for other reasons it is advisable to effect this in writing by registered mail. Upon a cancellation the following cancellation fees have to be paid: up to 30 days prior to departure a processing

fee of 10%; between the 29th and 20th day prior to departure 15%; between the 19th and 10th day prior to departure 20%; between the 9th and 4th day prior to departure 30%; from the 3rd day before departure or later 45% of the travel price. "No-show" means that the customer fails to appear because of his/her lack of travel intention or if he/she misses the departure date by chance. In this case, also 45% of the cancellation fee must be paid. Services which are not used (e.g. by breaking off a journey) are not refunded.

7.2. Cancellation by the Organizer Prior to Departure:

The organizer reserves the right to cancel a journey if the minimum attendance is not met (up to 21 days prior to departure) or due to catastrophic events (strike, war or warlike events, epidemics, natural disasters, etc.); that is to say on account of unusual and unpredictable events or catastrophes on which the person has no influence and the consequences of which could not have been prevented or avoided in spite of the exercise of reasonable care. Effected payments are refunded. Further claims do not exist.

7.3. Cancellation by the Organizer after Departure:

The organizer is relieved of the contract fulfillment if, in case of a group tour, the customer disturbs the journey by grossly negligent behaviour, regardless of a warning, with lasting effect. In this case the customer, provided that he/she acts intentionally or negligently, is obliged to indemnify the organizer.

8. Amendment of the Contract:

In case of any changes for which the organizer is responsible, the provisions of section 5 shall apply. If it turns out upon departure that a considerable part of the contractually agreed services are not performed or cannot be performed, the organizer has to make appropriate arrangements without additional costs so that the journey can be continued. If such arrangements cannot be made, the organizer is responsible for transporting the customer back to the departure location or to another location agreed upon by the customer without additional costs. Service changes and/or changes to the course of the planned program and replacement services can be rejected by the customer only and solely for major, clearly identifiable reasons. Additionally, the organizer is responsible for helping the customer to the utmost of their abilities in cases of non-performance or deficient performance of services.

9. Organizer/Securing of Customer Monies:

According to the EU Package Tours Directive of June 13, 1990 (90/314/EEC, Article 2 (1)) - in the Austrian Law according to the Travel Agency Security Regulation (RSV) BGBl. (Federal Law Gazette) II No. 316/1999, Donau Touristik GmbH, Lederergasse 4-12, A-4010 Linz, Commercial Register at Commercial Court Linz, FN 146860x, DVR: 0876194, is registered in the directory of the Federal Ministry for Economic Affairs under the registration number 1998/0057.

The package tours of Donau Touristik are secured by a bank guarantee at the Allgemeinen Sparkasse Oberösterreich (Linz) with the No. 8.434.006 for insolvency cases. This shall apply to already effected payments for travel guides which are not rendered any more and necessary expenditures for the return journey. The organizer shall receive customer monies as a deposit (partial payment) of up to max. 20% not later than two weeks prior to departure. The increased security (§ 4 para. 4 RSV) is warranted by the bank guarantee referred to above. In case of insolvency all claims have to be filed within 8 weeks from the occurrence of the insolvency, otherwise they will expire, at the liquidator European Travel Agency Insurance Corporation, Augasse 5-7, A-1090 Vienna (Telephone 0043 1 71191 50819).

10. Rebookings:

From the 12th week prior to departure rebookings can only be made at a charge of EUR 25,-.

More detailed elaboration can be found in the general travel conditions published by the Austrian Chamber of Commerce. The current version can be found with your booking or on the internet at www.donaureisen.com. All offers and prices are current as of the printing of this catalogue (January 2010). Organizer: Donau Touristik GmbH (Ltd), Lederergasse 4-12, A-4010 Linz/Danube. Tel. (00) 43 070-2080 DVR: 0876194. Commercial Court in Linz, Commercial Register FN 146860x.

Discounts

A child between 0 – 6 years, booked in a double room with 2 adults – 100%; up to age 11 – 50%; between 12 – 15 years – 25% discount.