

GENERAL TERMS AND CONDITIONS (AGB) OF IPT ISLAND PROTRAVEL GMBH

At this point, we would like to inform you about our General Terms and Conditions, which supplement the legal provisions of §§ 651a-y BGB and, if validly agreed, form part of the package travel contract concluded between you and us. Please take your time and read the conditions carefully. If you have any questions, please do not hesitate to contact us.

-1- CONCLUSION OF THE PACKAGE TRAVEL CONTRACT

1.1 With a travel registration, the travel customer of Island ProTravel GmbH (hereinafter: IPT) subscribes to the conclusion of a binding package travel contract. Registration may be made in writing, electronically, orally or by telephone. The contract is concluded with the acceptance by IPT. Acceptance does not require any particular form. IPT will provide the travel customer with a travel confirmation via a permanent data carrier at the time of conclusion or immediately after conclusion of the contract.

1.2 If the content of the travel confirmation differs from the content of the registration, a new offer from IPT is available, to which IPT is bound for a period of 10 days. The contract is concluded on the basis of this new offer if the traveller explicitly declares acceptance within the binding period or makes a down payment or pays the travel price.

1.3 The travel customer shall be responsible for all contractual obligations of fellow travellers for whom he makes the travel booking as for his own, provided that he has assumed this obligation by explicit and separate declaration.

-2- PAYMENT

2.1 The payments on the travel price prior to the end of the trip may only be demanded or accepted if there is a customer money protection contract for IPT, the IPT informs the travel customer of this in accordance with § 651t BGB and the customer has previously received a security note as defined in § 651r para. 4 BGB.

2.2 A down payment of 20% of the travel price is due after the conclusion of the contract and handover of the security note.

2.3 The remaining payment of the travel price is due 4 weeks prior to the start of the travel if the travel can no longer be cancelled in accordance with clause 5.1. In the case of short-term bookings (less than 4 weeks before the start of the travel), the travel price shall be due immediately on handover of the travel documents, unless cancellation can be made in accordance with clause 5.1. If a cancellation is possible according to clause 5.1, the remaining payment is only due at the end of the cancellation period, but at the earliest 4 weeks prior to the start of the travel.

2.4 If the travel customer is in arrears with the down payment or with the remaining payment, IPT is entitled to withdraw from the contract and to claim damages in the amount of the agreed lump-sum compensation (see clause 4.2.) after a reminder with unsuccessful setting of a deadline for payment and threat of withdrawal.

-3- CHANGES IN SERVICES AND PRICES

3.1 Changes to individual travel services from the agreed content of the package travel contract, which become necessary after the conclusion of the contract and which were not brought about by IPT against good faith, are only permitted if the changes are not substantial and do not impair the overall layout of the booked travel. The stated transfer and flight times are subject to change, unless it is unreasonable to interfere with an agreed night's rest. In case of air travel, the airlines that were delegated the performance of the flight are subject to change unless a specific airline has been explicitly contractually agreed.

3.2 A declaration of changes to travel services can only be made prior to the start of the journey. IPT is required to inform the customer of any changes immediately after becoming aware of the reason for the change via a permanent data carrier. In the event of a substantial change to the contract, IPT will also inform the customer about the effects of the change on the travel price in accordance with § 651g III S. 2 BGB. Significant changes cannot be made without the consent of the travel customer; reference is made to the provisions of §§ 651f and g BGB.

3.3 In accordance with the provisions of §§ 651f and g BGB, IPT reserves the right to change the agreed travel price as follows in the event of an increase in transport costs (fuel and other energy sources), an increase in taxes and other charges for agreed travel services, such as tourist taxes, port

and airport charges, or a change in the exchange rates applicable to the travel in question:

a. If the transport costs, in particular the fuel costs (or other energy sources), increase after conclusion of the contract, IPT may increase the travel price as follows:

aa. An increase related to the designated seat can be passed on and charged to the travel customer on a pro rata basis.

bb. In other cases, the additional (increased) transport costs demanded by the transport company per means of transport are divided by the number of seats or beds in the means of transport. IPT may demand the resulting increase amount for the individual designated seat from the customer.

b. If the charges existing at the time the package travel contract is concluded, such as port or airport fees and tourist taxes, are increased compared to IPT, this increase can be passed on proportionately to the travel customer.

c. In case of a change in exchange rates after the conclusion of the package travel contract, the travel price may be increased to the extent that the travel becomes more expensive for IPT.

d. If there is a subsequent change in the travel price, IPT must inform the travel customer immediately via a permanent data carrier. The customer must be informed no later than 20 days before the start of the travel.

3.4 In the event of a significant change in an essential travel service or a price increase of more than 8% for the above reasons, the travel customer is entitled to withdraw from the contract free of charge or the travel customer can demand participation in a substitute trip if IPT offers such a trip.

3.5 The travel customer shall be entitled to a price reduction if corresponding costs (Clause 3.3) are reduced or changed and this leads to lower costs for IPT.

3.6 Significant contract changes and a price increase of more than 8% are only permitted with the consent of the travel customer. IPT shall inform the travel customer about changes to the contract, including the reasons, via a permanent data carrier immediately after becoming aware of the reason for the change. IPT can demand from the travel customer that he accept the offer of a substantial contract change or price increase by more than 8% or declare his withdrawal from the contract within a reasonable period determined by IPT. After the expiry of the period determined by IPT, the offer for a substantial change of contract or price increase by more than 8% shall be deemed to have been accepted. IPT can also offer the travel customer the option of participating in a substitute travel with the offer of a substantial contract change or price increase by more than 8%.

-4- CANCELLATION OF TRAVEL CUSTOMER, SUBSTITUTE TRAVELLER AND IMPORTANT INSURANCE POLICIES

4.1 The travel customer may withdraw from the trip at any time before the start of the travel. The receipt of the withdrawal declaration by IPT is decisive. The travel customer is recommended to declare the withdrawal in writing.

4.2 If the travel customer withdraws from the package travel contract (cancellation) or does not commence the travel, IPT loses the claim to the travel price, but can demand a lump-sum compensation according to § 651h II BGB. The compensation claim is calculated taking into account the following compensation lump sums. The cancellation costs per traveller are as follows:

- for self-drive travel without being a part of multi-day cruises:
up to 32 days before departure 15 %
from 31 to 15 days before departure 30 %
from 14 to 8 days before departure 50 %
from 7 to 1 day before departure 60 %
on the day of departure or in the event of no-show 70 %
of the travel price.

- for travels including air, rail or bus transport without being a part of multi-day cruises:

up to 32 days before departure 25 %
31 to 15 days before departure 35 %
14 to 8 days before departure 55 %
7 to 1 day before departure 70 %
on the day of departure or in the event of no-show 90 %
of the travel price.

- for self-drive travels as a part of multi-day cruises:
up to 60 days before departure 10 %
59 to 31 days before departure 30 %
30 to 8 days before departure 55 %
to 1 day before departure 80 %
on the day of departure or in the event of no-show 90 %
of the travel price.

- for journeys including air, rail or bus transport as a part of multi-day cruises:

up to 60 days before departure 15 %
59 to 31 days before departure 35 %
30 to 8 days before departure 60 %
7 to 1 day before departure 80 %
on the day of departure or in the event of no-show 90 %
of the travel price.

- The following cancellation conditions apply to Greenland flights:

up to 90 days before departure 25 %
89 to 35 days before departure 60 %
34 to the day of departure 95 %
of the travel price.

The reference date for the calculation shall be the date of receipt of the notice of withdrawal.

The travel customer is at liberty to prove to IPT that IPT did not sustain any damage or that the damage was considerably lower than the lump-sum cancellation costs.

If the damage sustained by IPT is lower or if the lump sums are not applicable, IPT will calculate its damage concretely by calculating the compensation according to the travel price less the value of the expenses saved by IPT and less what IPT acquires through other use of the travel services.

In the event of cancellation, IPT is required to immediately reimburse the travel price less the compensation claim.

4.3 If the cancellation is made by the travel customer because unavoidable, extraordinary circumstances occur at or in the immediate vicinity of the destination which significantly impair the performance of the package travel or the transport of persons to the destination, IPT cannot claim compensation and will refund the travel price to the customer without delay. Reference is made to § 651h III BGB.

4.4 Until the start of the travel, the travel customer may demand that a third party takes over the rights and obligations arising from the package travel contract instead of him; reference is made to the provisions of § 651e BGB.

IPT may object to the entry of the third party if this does not meet the special travel requirements or if his participation is contrary to statutory regulations or official orders.

In the event of a transfer of contract, the original traveller and the substitute participant shall be jointly and severally liable for the travel price and the additional costs incurred as a result of the entry of the third party.

IPT must provide the travel customer with proof of the amount of additional costs incurred by the replacement traveller.

4.5 It is recommended to take out travel cancellation insurance (e.g. Europäische Reiseversicherung www.reiseversicherung.de) and insurance to cover the costs of assistance including repatriation in the event of accident, illness or death (e.g. Europäische Reiseversicherung www.reiseversicherung.de).

-5- WITHDRAWAL BY IPT (FAILURE TO REACH MINIMUM NUMBER OF PARTICIPANTS ETC.)

5.1 IPT may only withdraw from the contract due to a failure to reach a minimum number of participants if

a. the pre-contractual information and travel advertisement specify the minimum number of participants and the date by which the declaration must have been received by the traveller before the contractually agreed commencement of the travel, and

b. this information is clearly and legibly indicated in the travel confirmation. Cancellation must be declared at the latest on the day stated to the travel customer in the pre-contractual information and the travel confirmation.

Reference is made to the provisions on withdrawal periods under § 651 h IV BGB.

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If IPT withdraws from the travel contract, the customer will immediately be reimbursed for the payments made towards the travel price.

5.2 Reference is made to IPT's statutory right of withdrawal due to unavoidable, extraordinary circumstances in accordance with § 651h IV No. 2 BGB.

-6- WARRANTY

6.1 If travel services are not provided in accordance with the contract, the travel customer may claim compensation. The defect must be reported immediately to the local tour guide, IPT or the travel agent.

6.2 The travel customer may demand a corresponding reduction in the travel price for the duration of non-compliant provision of the travel. The reduction does not occur if the travel customer culpably fails to report the travel defect and IPT is unable to remedy the situation.

6.3 If the travel is significantly impaired as a result of a defect, the travel customer may terminate the package travel contract in accordance with § 651l BGB. However, a cancellation of the package travel contract by the travel customer is only permissible if IPT does not remedy the situation after the travel customer has set a reasonable deadline for this. A deadline need not be set if the remedy is impossible, is refused by IPT or if the immediate termination is justified by a special interest of the travel customer.

-7- LIABILITY

7.1 IPT's contractual liability for damages other than personal injury shall be limited to three times the travel price, unless IPT is at fault for causing the damage.

7.2 Excursions (including visits to the theatre, sporting events, etc.), transport services, sporting activities and rental cars (including motorcycles) offered by the local tour guide in his own organisation or by other persons in their own organisation at the holiday destination and booked on site do not form part of the package travel contract between the travel customer and IPT; IPT assumes no liability for such services.

7.3 A claim for damages against IPT shall be limited or excluded to the extent that a claim for damages against the service provider arises or can be asserted only under certain conditions or restrictions or is excluded under certain conditions due to international agreements or statutory provisions based on such agreements which are applicable to the services to be provided by a service provider. Reference is made to the statutory provisions of § 651p II BGB.

-8- OBLIGATION OF THE TRAVEL CUSTOMER TO COOPERATE

The travel customer is required to cooperate within the context of the statutory provisions in the event of service disruptions, to avoid any damage or to keep it to a minimum. In particular, the travel customer is required to immediately notify the local tour guide, IPT or the travel agent of his complaints. If the travel customer culpably fails to report a defect, a claim for reduction (§ 651m BGB) and damages (§ 651n BGB) shall not arise if IPT was unable to remedy the defect due to the missing report. This does not apply only if the notification is clearly futile or unreasonable for other reasons. Damages or delays to checked baggage during air transport should be reported immediately to the airport by means of a written damage report from the responsible airline.

-9- IPT'S OBLIGATION TO PROVIDE ASSISTANCE

If the travel customer is experiencing difficulties, IPT shall immediately provide him with appropriate assistance. Reference is made to § 651q BGB. In the event of a similar situation, the travel customer is advised to immediately contact the tour guide or IPT at the contact details given in clause 17.

-10- FILING OF CLAIMS, LIMITATION AND PROHIBITION OF ASSIGNMENT

10.1 The travel customer shall assert claims against IPT for non-contractual performance of the travel at the address stated in clause 17. The claim against IPT can also be filed via a travel agent.

It is recommended to file the claim in writing. Special deadlines apply to the notification of damage to baggage and baggage delay in the context of air transport. The damage to

luggage must be reported within 7 days, the damage caused by delay within 21 days of handing over the luggage.

10.2 The claims of the travel customer due to travel defects according to § 651i III BGB expire in two years. The limitation period begins on the day on which the package should end according to the contract.

10.3 -Assignment prohibition- The assignment of claims of the travel customer against IPT to third parties is excluded. This prohibition shall not apply to family travel between accompanying family members.

-11- PASSPORT, VISA AND HEALTH REGULATIONS

11.1 IPT is responsible for informing travel customers about passport and visa regulations (including approximate deadlines for obtaining visas) as well as their possible changes prior to departure. IPT refers to special health regulations (health formalities) of the country of destination prior to the contract. The traveller should also inform himself in good time about infection and vaccination protection measures for the agreed destination.

Moreover, the possibility of obtaining information from health authorities, doctors (travel doctors) and tropical institutes, etc., is pointed out.

11.2 The traveller is responsible for compliance with all passport, visa and health regulations that are important for the performance of the trip. All disadvantages, in particular the payment of cancellation costs resulting from non-compliance with these regulations, shall be borne by IPT, except if they are caused by culpable misinformation or non-information on the part of IPT.

-12- OBLIGATIONS TO PROVIDE INFORMATION ABOUT THE AIRLINE

The EU Regulation No. 2111/2005 on informing passengers of the identity of the operating carrier obliges IPT to inform the travel customer of the identity of the operating carrier of all air transport services to be provided within the scope of the booked travel at the time of booking. If the operating airline has not yet been determined at the time of booking, IPT is required to inform the customer of the airline or airlines that will probably operate the flight(s). As soon as IPT knows which airline operates the flight, the customer must be informed. If the named airline changes, IPT must inform the customer of the change. IPT must immediately take all reasonable steps to ensure that the customer is immediately informed of the change. A list (EU list) of unsafe airlines banned from flying in the EU can, for example, be found on the following website:

https://ec.europa.eu/transport/modes/air/safety/air-ban_en

-13- CHOICE OF LAW AND LEGAL VENUE

13.1 The contract and the legal relationship between the travel customer and IPT shall be governed exclusively by German law. Insofar as German law is not applied to the liability ground for actions brought by the travel customer against IPT abroad, German law shall apply exclusively with regard to the legal consequences, for example with regard to the type, scope and amount of claims of the travel customer.

13.2 IPT's legal venue is its registered office in Hamburg.

13.3 The legal venue of the travel customer shall be the benchmark for actions brought by IPT against the travel customer, unless the action is directed against registered traders or persons who do not have a general legal venue in Germany, or against persons who have moved their domicile or habitual residence abroad after conclusion of the contract, or whose domicile or habitual residence is not known at the time the action is brought. In such cases, the registered office of IPT shall be the benchmark.

13.4 The provisions of No. 13.1. to 13.3. shall not apply if and to the extent that international agreements which are not contractually binding and are applicable to the package travel contract between the travel customer and IPT, provide otherwise for the benefit of the travel customer, or if and to the extent that provisions, applicable to the package travel contract in the EU member state of which the customer is a member, are more favourable to the customer than the provisions of these Terms and Conditions or the applicable German provisions.

-14- CONCILIATION PROCEDURE

IPT does not participate in a dispute resolution procedure before a consumer mediation body. IPT shall inform the travel customer if participation in a consumer dispute settlement becomes obligatory after the printing of these terms and conditions. For information on package travel contracts concluded in electronic legal transactions, reference is made to the following online dispute settlement platform:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=DE>

-15- OTHER PROVISIONS

15.1 The invalidity of individual provisions of these conditions shall not result in the invalidity of all conditions. Reference is made to § 306 BGB.

15.2 The date of these conditions is December 2018.

-16- DATA PROTECTION

The protection of the personal data of IPT's travel customers is ensured. The detailed privacy policy of IPT and the corresponding rights of the travel customer can be found at:

<https://www.iubenda.com/privacy-policy/45962134>

-17- TOUR OPERATOR

Address and registered office of IPT Island ProTravel GmbH (IPT):

Theodorstraße 41a
22761 Hamburg
Phone: 040/2866870
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E-Mail: memo@islandprotravel.de

Register court Hamburg, commercial register B 88867
Managing Director: Herr Gudmundur Kjartansson, Frau Ann-Cathrin Bröcker