

## **General Business Conditions**

Extrem Events – Matthias Jeschke e.K.  
Diezer Straße 48, D-65549 Limburg, Germany

As at April 2016

### **1. Conclusion of contract**

The Client concluding a contract with Extrem Events is referred to as the Participant. When registering for an Expedition and / or Project, the Participant enters into a binding obligation to conclude a contract. Application may be made in writing, orally or by telephone. Thereupon Extrem Events sends the Participant a Registration Form. The participant agrees by the act of registration to accept the General Business Conditions of Extrem Events.

A contract between the Participant and Extrem Events comes into effect only after a declaration of acceptance has been given in the form of a written confirmation of registration; alternatively it may come into effect entirely by a mutual contract tailored individually to the specific details of a particular Expedition. From the moment of registration the Participant consents to the storage of their personal data.

### **2. Payment**

The costs for participation in the Expedition shall be due immediately from the moment the contract is signed. If only a confirmation of registration is issued by Extrem Events instead of a written contract, the costs shall be due at latest once the confirmation of registration and the enclosed invoice have been received. The Expedition documents will be handed over to the Participant only after payment is complete.

### **3. Services offered**

Extrem Events plans and organises Extreme Expeditions and also Projects throughout the globe which have as yet not been put into effect. The scope of services offered by Extrem Events is set out in the contract to be concluded with the participant concerned. If a contract enters into effect through a written confirmation of participation, the scope of the services is laid down in the Expedition and / or Project documents. In all other cases the essential services will be laid down in the contract itself.

### **4. Insurances**

Insurances are not included in the price. Extrem Events mandatorily requires the participant before conclusion of the contract to take out a travel cancellation insurance, a luggage insurance, a travel health insurance and a liability insurance. Extrem Events requires the participant before conclusion of the contract to furnish evidence by presentation of the relevant policies that the above-mentioned insurances have been taken out. Extrem Events expressly recommends the conclusion of an international health and repatriation insurance.

### **5. Physical condition of Participants**

Extrem Events requires all participants to be in good physical condition. Before an Expedition and / or Project is carried through, each participant will receive from Extrem Events a detailed list of equipment and materials. Extrem Events presupposes that participants possess the physical condition enabling and qualifying them to handle the materials and equipment.

### **6. Leadership of Expedition and / or Project**

Extrem Events will lead the Expedition and / or the Project and will take all the necessary operational and organisational decisions. The Participant undertakes in the interest of the group to follow the directions given by Extrem Events during the progress of the Expedition and / or Project. A Participant repeatedly opposing the decisions of Extrem Events during the course can be excluded from the Expedition and / or Project. In this case the Participant shall bear all resulting additional costs accruing to him. The Participant shall have no claim for refunds against Extrem Events.

On account of the specific character of the Expeditions and / or Projects operated by Extrem Events and also on account of local road and weather conditions or the political situation in the countries to be traversed, the route may possibly be subject to deviations or modifications. The Participant shall have no right to insist that the routes described in the Expedition and / or Project documents or in the contracts should be followed. The decision as to

whether deviations or modifications should be made during the course of the Project shall be taken entirely by Extrem Events.

Modifications to, or deviations from, the Expedition and / or Project route shall have no effect on the price to be paid by the Participant.

## **7. Withdrawal on the part of the Client**

The Participant can withdraw from the contract at any time before the start of the Expedition and/or the Project. The withdrawal must be notified to Extrem Events in writing. The date of the withdrawal shall be the date on which the written notification is received by Extrem Events.

The Participant understands that the realisation of the Expedition/the Project involves considerable effort and expense for planning and organisation; a very large part of the total costs of the Project are accounted for by this and are therefore incurred before the start of the Project. This being said, the following agreement between the Parties shall apply in the event of withdrawal on the part of the Participant before the start of the Expedition and/or the Project.

a) Payment of 30% of the participation price shall remain unaffected in the event of withdrawal on the part of the Participant, regardless of the legal grounds on which the withdrawal may be based.

b) Otherwise EE shall refund to the Participant

- from the 120th to 90th day before the start of the Project 50% of the agreed price,
- from the 89th to 60th day before the start of the Project 20% of the agreed price.

c) From the 59th day before the start of the Project no refund will be made to the Participant.

A Client / Participant who has not withdrawn from the Expedition and / or Project contract but fails to join the Expedition and / or Project shall have no claim on Extrem Events for a refund of the price paid.

On account of the specific character of the Expedition and / or Project, which allows in each case only a limited number of participants and is largely dependent on the team idea, it is not possible for a Participant to be replaced in the Expedition and / or Project by a third party. The Participant is nevertheless free to propose another participant, e.g. in the event of a notification of withdrawal. Extrem Events will then decide on a case-by-case basis whether the proposed third party is eligible to take part in the Expedition and / or Project.

## **8. Withdrawal on the part of Extrem Events**

Extrem Events can withdraw from the contract, or can cancel the contract after the start of the Expedition and / or Project, in the following cases:

Withdrawal from the contract may be considered if the minimum number of participants for the Expedition and / or Project cannot be reached by at latest 8 days before the date of departure. Should this happen, Extrem Events is under obligation to notify the participants of the proposed withdrawal immediately. In this case Extrem Events will refund the paid price to the participants. Liability claims on the part of the Participant against Extrem Events for any further damage arising from this situation are ruled out.

If, during the course of the Expedition and / or Project, the Participant fails to meet the special standards of the Expedition and / or Project with regard to health, physical fitness or individual performance or to afford cooperation and assistance during the Expedition and / or Project, Extrem Events shall have the right to terminate participation if the above-mentioned standards and qualifications are stated in the Expedition and / or Project documents or in the contract to be obligatory. In this case Extrem Events shall have the right to terminate participation immediately and the price paid by the Participant will not be refunded.

Extrem Events can terminate the contract without adherence to a time limit, if the client continually disturbs the execution of the expedition / project despite the warning by its expedition leader / project management, endangers the expedition / the project, negatively influences other participants or otherwise breaches the contract.

A warning is not required if the customer disturbs the journey in a serious manner. For example, this will be the case by criminal offenses against physical integrity, sexual self-determination or against others property. Even in case of threat to other participants (committed by the disturber) a warning is not necessary.

In case of termination on grounds of conduct by Extrem Events, the participant's right to partial reimbursement of the contractually agreed price expires. The participant owes Extrem Events the full participation price in case of termination on grounds of conduct by Extrem Events. The person causing the disturbance also bears the costs incurred for the return transport itself and is liable for any possible extra costs which have been incurred for Extrem Events caused by his conscious or intentional disturbance behavior.

## **9. Cancellation of the contract due to unusual circumstances**

If, during the course of the Expedition and / or Project circumstances in the form of unforeseeable force major arise which either impede and endanger the Expedition and / or Project or render it impossible, Extrem Events and also the Participant can withdraw immediately from the contract. In this case Extrem Events will not refund the price to the Participant. Extrem Events undertakes in this case to take all measures which may be necessary and which will secure the Participant's return journey. Additional costs for return transportation in excess of the participation price will be borne half and half by Extrem Events and the Participant. Further additional costs must be paid by the Participant.

## **10. Liability**

Extrem Events will be liable within the framework of the planning, organisation and running of the Expedition and / or Project only for the essential contractual obligations and for compliance with them. Each Participant takes part in the Expedition and / or Project at their own risk. Liability of Extrem Events is confined exclusively to intent and gross negligence. Liability for responsible employees of Extrem Events is ruled out.

Extrem Events is liable in particular towards the Participant for the careful selection and supervision of the accommodations. The Participant has no claim to a particular accommodation during the Expedition and / or Project. In particular it may be necessary, depending on the conditions obtaining in the locality, to spend the night outdoors or in a vehicle.

Extrem Events is further liable for careful and conscientious planning of the Expedition and / or Project with a view to the economic, political and infrastructural conditions in the country to be traversed.

Damage – own or third party damage – either sustained by the Participant or caused by the Participant to others must be notified and reported to Extrem Events. Liability for damage of this kind lies with the Participant personally.

If a Participant takes part in the Expedition and / or Project with a vehicle made available by Extrem Events, the vehicle will be covered by a motor vehicle insurance which is taken out by Extrem Events. Within the framework of this motor vehicle insurance, Extrem Events shall be liable exclusively for damage to vehicles or persons in connection with traffic accident, unless the Participant acts with intent or gross negligence.

Extrem Events has no expedition leaders of its own to accompany the expedition in any of the countries which are to be traversed. Extrem Events herewith excludes any liability for the employees accompanying the expedition.

## **11. Risks**

The Participant is aware that the implementation of the Expedition and / or Project involves an elevated risk of accident and injury. This cannot be completely reduced or excluded even by particularly careful and foresighted planning. The Participant is aware that local or situational factors may often make it difficult or even impossible to obtain emergency medical aid or emergency care in remote regions. The Participant will have gathered sufficient information prior to the Expedition and / or Project on the territorial structure and the economic and political conditions in the countries which are to be traversed. In particular, the Participant must have secured detailed information on the climatic conditions in the countries to be traversed. The Participant must keep personal medicaments ready to hand.

## **12. Medical precautions / vaccinations**

The Participant is personally responsible for taking medical precautions before the Expedition and / or Project takes place. In particular, the Participant must enquire about the specific health concerns in the country or countries to be traversed. During the Expedition and / or Project the Participant must carry a vaccination card and a medical certificate.

### **13. Visa / passport**

The Participant undertakes to comply with the entry and customs regulations of each country to be traversed. The Participant must be in possession of a valid passport. The Participant is personally responsible in toto for compliance with the passport, visa, customs, currency and health regulations.

### **14. Success of the Expedition and/or the Project**

Extrem Events shall not be liable for the success and implementation of the Expedition and/or the Project since considerable risks and uncertainties are attached to each Expedition and/or the Project, as will be sufficiently known to the Participant before signing the contract.

All Participants expressly declare their agreement to the Code of Conduct, which is set out below and which forms the basis of all activities, expeditions, projects and events organised by Extrem Events – Matthias Jeschke e.K. They thereby declare their readiness in any situation whatever to subordinate their personal concerns to the legitimate interests of the Expedition Team and/or the Project Team or, as the case may be, to subordinate the interests of the task group and/or tour team, and also the goals of the Expedition and/or the Project, to this Code of Conduct:

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#### Code of Ethics:

Extrem Events – Matthias Jeschke e.K., its employees, and all participants or team members shall at all times attach central importance to fairness, respect and consideration in their dealings with one another.

All participants in Expeditions and/or Projects and all team members must keep firmly in mind the Project motto "One for All, All for One" and during the course of the Expeditions and/or the Projects take into account the legitimate needs of others and make allowance for their relative strengths and weaknesses in each particular case.

Extrem Events – Matthias Jeschke e.K., all employees and all participants shall undertake furthermore to acknowledge and respect the religious, political and cultural customs or conventions of the countries through which they pass or which are involved in Expeditions and/or Projects of Extrem Events, and to refrain from any acts which might infringe the legitimate interests of any inhabitant of the country through which they pass.

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### **15. Final provisions**

In the event of disputes, the Parties agree explicitly to the application of German law. Extrem Events can be sued only at its place of jurisdiction (District Court of Limburg).

Agreements between Extrem Events and the Participant which deviate from the General Business Conditions and the content of the contract must be made in writing. Otherwise they are void.

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