

## **General Terms and Conditions of Mbuyu Adventures Ltd liab Co**

### **1. Scope**

These General Terms and Conditions ("GTC") apply to the entire business area of Mbuyu Adventures Ltd liab Co (hereinafter referred to as "Company").

### **2. Conclusion**

The contract is concluded with a written, telephone, personal or in the case of an online booking electronic acceptance of the offer of the company.

In any case, the contract is concluded when the customer makes use of the services offered by the company.

### **3. Prices**

Unless otherwise offered, all prices are in Swiss francs (CHF). All prices include any applicable value added tax (VAT).

The company reserves the right to change the prices at any time. The prices valid at the time of conclusion of the contract shall apply.

### **4. Payment**

The company offers the customer the following payment option: Prepayment.

If the invoice is not paid within the payment period, the customer will be warned. If the customer does not pay the invoice within the scheduled reminder period, he is automatically in default.

From the time of default, the customer owes default interest in the amount of 5% (five percent).

Offsetting of the invoiced amount with any claim of the customer against the company is not permitted.

The Company has the right to refuse delivery or service in the event of default in payment.

### **5. Involvement of auxiliary persons**

The parties have the express right to call in auxiliary persons to fulfil their contractual obligations. You must ensure that the assistance person is brought in in compliance with all mandatory statutory provisions and any collective employment agreements.

### **6. Appointment cancellation**

The customer can withdraw from the trip at any time before the start of the trip. The declaration of withdrawal must be made in writing. The withdrawal becomes binding as soon as it is confirmed in writing by the company. The relevant date for a claim for reimbursement of costs already paid is the date of delivery of the declaration of withdrawal to the company.

If the written cancellation is made up to 100 days (one hundred days) before the appointment, all costs already paid will be refunded to the customer. If the written cancellation is made at a later date, the entire travel costs remain due, and a refund is excluded.

### **7. Liability**

The liability for any indirect damages and consequential damages of defects becomes full

impossible.

Liability for direct damages is limited to the price of the service. This limitation of liability does not apply to direct damage caused by gross negligence or intent.

The customer is obliged to report any damage to the company immediately.

Any liability for auxiliary persons is completely excluded.

## **8. Intellectual property rights**

All rights to the products, services and any trademarks belong to the company, or it is entitled to use them by the owner.

Neither these GTC nor the associated individual agreements contain the transfer of any intellectual property rights unless this is explicitly mentioned.

In addition, any further use, publication and making available of information, images, texts or anything else that the customer receives in connection with these provisions is prohibited, unless it is explicitly approved by the company.

If the customer uses content, texts or pictorial material in connection with the company to which third parties have a property right, the customer must ensure that no third-party property rights are infringed.

## **9. Privacy**

The company may process and use the data recorded in the context of the conclusion of the contract for the fulfilment of the obligations arising from the contract. The company takes the measures necessary to secure the data in accordance with the legal regulations. The customer fully agrees to the storage and contractual use of his data by the company and is aware that the company is obliged by order of courts or authorities and is entitled to disclose information from the customer to this or third parties. If the customer has not expressly prohibited it, the company may use the data for marketing purposes. The data necessary for the performance of the service may also be passed on to commissioned service partners or other third parties.

## **10. Changes**

These General Terms and Conditions may be changed by the Company at any time.

The new version comes into force 30 (thirty) days after it has been launched on the website [www.mbuyuadventures.com](http://www.mbuyuadventures.com) by the company.

In principle, the version of the GTC that is in force at the time of conclusion of the contract applies to the customer. Unless the customer has agreed to a newer version of the GTC.

## **11. Priority**

These GTC take precedence over all older provisions and contracts. Only provisions from individual contracts, which specify the provisions of these GTC, take precedence over these GTC.

## **12. Severability clause**

Should any provision of this contract or a supplement to this contract be or become invalid, this shall not affect the validity of the remainder of the contract. The contracting parties shall replace the invalid provision with a valid provision,

which comes as close as possible to the intended economic purpose of the invalid provision. The same applies to any gaps in the contract.

### **13. Confidentiality**

Both parties, as well as their auxiliary persons, undertake to treat as confidential all information submitted or appropriated in connection with the services. This obligation shall remain in force even after the termination of the contract.

### **14. Force majeure**

If the timely performance by the company, its suppliers or third parties involved is impossible as a result of force majeure such as pandemics, flight delays, natural disasters, earthquakes, volcanic eruptions, avalanches, storms, thunderstorms, wars, riots, civil wars, revolutions and uprisings, terrorism, sabotage, strikes, nuclear accidents or reactor damage, the company shall be liable for the duration of the force majeure and a reasonable start-up time after its end by the Fulfilment of the obligations concerned is exempt. If the force majeure lasts longer than 30 (thirty) days, the company may withdraw from the contract. The Company shall reimburse the Customer in full for any remuneration already paid.

Any further claims, in particular claims for damages because of vis major, are excluded.

### **15. Agents and Distributors**

The customer acknowledges that any sales partners or agents work independently and thus independently of the company and any potential claims must be asserted directly against them. The company is in no way liable for breaches of contract by any agents and sales partners.

### **16. Applicable law / place of jurisdiction**

These GTC are subject to Swiss law. Insofar as there are no mandatory statutory provisions, the court at the registered office of the company is competent. The company is free to bring an action at the defendant's registered office. The United Nations Convention on Contracts for the International Sale of Products (SR 0.221.211.1) is explicitly excluded.