

GENERAL TERMS AND CONDITIONS MOUNTAIN BEAT

Version 10-5-2023

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- **Package Travel:** Any combination of at least two different types of Travel Services for the same trip, spanning at least 24 hours or including an overnight stay, insofar as this constitutes a package travel within the meaning of Article 7:500 sub b of the Dutch Civil Code (BW).
- **Client:** Any person who concludes an Agreement with the Company for themselves or on behalf of third parties.
- **Participant:** Any person who participates in or makes use of a Service.
- **Company:** Mountain Beat, located at Hart Nibbrigkade 4, (2597 XV) The Hague, and registered with the Chamber of Commerce under Chamber of Commerce number 81330847.
- **Auxiliary Persons:** Any non-subordinate person who performs work by order of the Company, including external service providers who deliver Services to the Client or Participant by order of the Company.
- **Agreement:** The agreement (including these general terms and conditions) between the Company and the Client, on the basis of which the Company supplies its Services to the Client and Participant.
- **Terms and Conditions:** These general terms and conditions.
- **In Writing:** On paper or via electronic means (including via email or SMS, but explicitly excluding WhatsApp, Facebook, and other social media).

Article 2 - APPLICABILITY OF TERMS AND CONDITIONS

2.1 These Terms and Conditions apply to all offers, quotations, and Agreements of the Company and the legal relationships related thereto.

2.2 Deviations from these Terms and Conditions must be made In Writing.

2.3 The Client accepts the applicability of these Terms and Conditions by entering into an Agreement with the Company, by actually making use of a Service of the Company, or by paying (or making a down payment on) the due price. The Participant accepts the applicability of these Terms and Conditions by signing a participation form or by actually making use of a Service.

2.4 The Client who registers other Participants undertakes to make these Terms and Conditions known to those Participant(s), if possible prior to registration and at the latest before the start of the service. The Client is liable to the Company for the consequences of not or not timely making the Terms and Conditions known to the Participant.

Article 3 - OFFER AND CONCLUSION OF THE AGREEMENT

3.1 The offered Services include only that which is expressly described in the quotations and publications of

GENERAL SECTION

Article 1 - DEFINITIONS

1.1 In these Terms and Conditions and the Agreement, the following definitions apply:

- **Services:** The services to be provided by the Company.
- **Travel Service:** A travel service within the meaning of Article 7:500 paragraph a of the Dutch Civil Code (BW).

the Company. The content of the offer is determined solely on the basis of the information provided by or on behalf of the Company. Information in publications of Auxiliary Persons does not form part of the offer, regardless of whether a link to it is included in the offer of the Company.

3.2 Every offer is subject to the availability of the offered Services.

3.3 All quotations and offers by the Company are revocable and without obligation, and can be revoked by the Company immediately and without giving reasons, even after acceptance by the Client.

3.4 Apparent errors do not bind the Company. If there is reason to doubt the accuracy of the price or information, the Client must make inquiries.

3.5 The Agreement is concluded by the Client's acceptance of the Company's offer. This acceptance ("the booking") can be made both orally and In Writing. No right of withdrawal period applies to the Client, unless a mandatory statutory right of withdrawal period is applicable.

3.6 The Company will send a booking confirmation within 7 days after receipt of the booking and the down payment.

3.7 The person who enters into an Agreement on behalf of or for the benefit of one or more Participants is jointly and severally liable for all obligations arising therefrom. The Participants are each liable for their own part. The confirmation, invoice, travel documents, and all other communication will only be sent to the Client. The Client must fully inform the Participant about the purchased Services, provided information, and the applicable Terms and Conditions. The Client indemnifies the Company against all claims and damages resulting from non-compliance with these obligations.

Article 4 - PRICE

4.1 The price in quotations and publications of the Company applies per person and includes VAT, unless expressly stated otherwise. For business clients, the stated price excludes VAT.

4.2 The offered prices include all known unavoidable additional costs (such as (tourist) taxes), unless the costs cannot be factored into the price. In that case, these costs or the nature of the costs will be clearly stated near the price.

Article 5 - PAYMENT AND FAILURE TO PAY

5.1 After the conclusion of the Agreement, a down payment of 30% must be paid.

5.2 The remaining payment must be made 3 months before the start of the Service.

5.3 If the Service is booked within 3 months prior to commencement, the entire payment must be paid immediately.

5.4 Unless a longer period is indicated in the Agreement or on the invoice, payments must be made without delay, but

at the latest within 14 days after the invoice date. In any case, payments must be settled before the start of the Service.

5.5 If the Client does not pay within the agreed period, the Client is in default without any further notice of default being required, and statutory interest is due on the outstanding amount from that moment onwards.

5.6 The Client is obliged to pay extrajudicial collection costs if they have been sent a payment reminder granting a payment period of fourteen full days and full payment has not been made within that period. The extrajudicial collection costs are charged in accordance with the extrajudicial collection costs decree applicable at that time.

5.7 If the Client is in default, the Company may suspend its obligations until full payment has been received. If payment is not made even after a reminder, or if payment has not been made before the start of the Service, the Company has the right to exclude the Client/Participants from participation. The obligation to pay remains. If payment is not made after a reminder or if payment is not made before the start of the Service, the Company may also cancel the Agreement and charge the applicable cancellation costs to the Client. The cancellation costs are determined in accordance with Article 10. The provisions of this paragraph do not affect other rights of the Company.

Article 6 - INFORMATION

6.1 If the Client makes wishes known before or upon entering into the Agreement, rights can only be derived from them insofar as these wishes have been accepted via a written commitment from the Company stating that the wish will be met. The mere mention of a wish or preference on travel documents and the booking confirmation is insufficient for this purpose.

6.2 The stated travel duration is indicated in whole days, whereby the day of departure and arrival are counted as whole days.

6.3 Upon concluding the Agreement or immediately thereafter, the Company will provide the Agreement to the Client, including the accepted wishes and information adjusted to Dutch nationality regarding the required travel documents and any health formalities.

6.4 The Participant must possess the necessary travel documents, such as an ID card, passport, visas, proof of vaccinations, etc., during the entire period of execution. Given the great importance of this, the Client and Participant must check the general information provided by the Company with the relevant authorities and institutions for applicability, completeness, and topicality. Before booking the Package Trip, the Client must verify whether there is sufficient time to obtain the necessary travel documents in connection with the potentially long processing time of an application for travel documents, and in particular any required visa. If the Participant cannot experience the Package Trip, or cannot experience it in its entirety, due to the lack of valid, complete, and

correct travel documents, the resulting costs will be fully borne by the Participant.

6.5 Any travel documents (transport tickets, vouchers, etc.) will be sent to the Client in a timely manner and at the latest 7 days before departure, unless the invoice has not yet been paid in full. If the Client has not received the travel documents 5 days before departure, they must inform the Company without delay. Definitive departure and arrival times are stated in the travel documents.

Article 7 - OBLIGATIONS OF THE CLIENT AND PARTICIPANTS

7.1 The Services can demand substantial physical effort and concentration. Participants must therefore have sufficient fitness and have no physical or mental (health) limitations that pose a risk to the safety of the Participant or others. In case of doubt, the Participant must discuss in advance with their doctor whether they can safely participate.

7.2 If the Participant must meet a minimum or maximum weight limit for the use of materials, or must possess a certain skill for a tour, the Company may prohibit the use or refuse and/or terminate participation in the Service if, in the reasonable opinion of the Company, the Participant does not or does not sufficiently meet these requirements. The Company already indicates these conditions when offering its Services.

7.3 Before or upon concluding the Agreement, the Client provides all information relevant to the execution of the Agreement regarding themselves and the Participants registered by them. In particular, this concerns information that may affect the safety of the Participant or others. The Participant is obliged to report all relevant personal circumstances of themselves (again) before commencement, insofar as these may influence the proper course of the Service. This obligation applies specifically to medical and fitness-related details that may affect the safety of the Participant and that of others.

7.4 If, in the reasonable opinion of the Company, participation is not responsible, the Company may exclude the Participant from participation in the Service. If information is not provided, or is provided incorrectly or incompletely, the Company may exclude the Participant from participation in the Service. The Client or Participant is not entitled to a refund of funds. Further costs incurred as a result shall be for the account and risk of the Participant/Client.

7.5 The Participant must behave as a reasonably acting Participant. The Participant must strictly follow the Terms and Conditions, (safety) instructions, directions, and warnings of the Company.

7.6 In the event of non-compliance with the Terms and Conditions, (safety) instructions, directions, and warnings, and in the event that a Participant causes a nuisance, endangers themselves or others, or deals with nature and the environment in an irresponsible manner, the Company has the right to exclude the Participant from further participation. If a warning is appropriate given the

circumstances of the case, a verbal or written warning will first be given before proceeding to exclusion from participation. The Client or Participant is not entitled to a refund of funds. Further costs incurred as a result shall be for the account and risk of the Participant/Client.

7.7 The Client and the Participant are jointly and severally liable for damage caused by the behavior of the Participant, the non-fulfillment of the obligations in this article, or damage that must otherwise be attributed to the Participant. The Client and Participant indemnify the Company against claims from Auxiliary Persons or third parties for damage caused by the Participant or which must be attributed to the Participant.

7.8 The Client or the Participant must take out adequate travel insurance for the Participant before the start of the Service that covers the purchased Services (mountaineering/mountain sports coverage).

Article 8 - RENTAL AND USE OF MATERIAL

8.1 The Company makes the rented item available to the Client and/or Participant at the agreed time and place after receipt of full payment.

8.2 The Client and Participant are responsible for the rented item. Client and Participant must only use the rented item in a manner for which it is intended by its nature and the Agreement. Client and Participant may not make any changes or give the rented item to third parties for use or grant third parties access without the permission of the Company.

8.3 Client and Participant must report any defects upon receipt of the rented item to the Representative. In the absence of a report, the rented item is deemed to have been in good order at the start.

8.4 If the rented item shows defects as a result of which the Service cannot be continued, cannot be continued safely, or cannot be continued properly, this must be reported to the Company immediately. The Company will make every effort to repair the defect or replace the rented item as soon as possible. If repair or replacement is reasonably not possible, the Company will refund the price pro-rata for the lost rental enjoyment. The Participant and/or Client will communicate new damage or defects as soon as possible, but at the latest when returning the rented item to the Company.

8.5 Prior permission from the Company is required for repairs by external parties.

8.6 Client and Participant will hand over the rented item at the end of the Agreement at the previously agreed place and time to a Representative in the same condition as that in which the Client or the Participant received it and as clean as possible. If the rented item is not returned sufficiently clean, the Company may charge reasonable cleaning costs. If the rented item is left behind without handing it over to a Representative, the Client and Participant remain responsible for loss, damage, or theft of the rented item.

8.7 Caused damage must be reported directly to the Company. Client and Participant are jointly and severally liable for the loss or theft of the rented item, damage to the rented item, or damage caused by or with the rented item.

8.8 Unless the content of the provision does not lend itself to it, the provisions regarding Rental also apply to the use of material belonging to the Company or Auxiliary Persons.

Article 9 - CHANGES BY THE CLIENT

9.1 The Client can request the Company In Writing to change the Agreement. The Company is free to reject the change, unless this is unreasonable in a specific case. A reduction in the number of Participants is regarded as a (partial) cancellation.

9.2 In the event of a change, the Client is liable for the costs resulting from the change.

Article 10 - CANCELLATION OF THE SERVICE BY THE CLIENT

10.1 The Client can cancel the agreed Services in writing before the start.

10.2 In the event of cancellation, the following cancellation costs are cumulatively due to the Company:

- **a.** in case of cancellation up to 3 months before commencement: the down payment;
- **b.** in case of cancellation from 3 months up to 1 month before commencement: 50% of the travel sum;
- **c.** in case of cancellation from 1 month up to 14 days before commencement: 85% of the travel sum;
- **d.** in case of cancellation from 14 days before commencement or later: 100% of the travel sum.

10.3 The date of receipt of the cancellation by the Company counts as the cancellation date.

10.4 A reduction in the number of persons or the quantity of the rented item is regarded as a partial cancellation. The Company may – at its discretion, in deviation from paragraph 1 – demand payment of the full price minus the uncalculated costs as cancellation costs. Insofar as there is income from alternative use of the released capacity, this will be taken into account regarding the height of the cancellation costs.

10.5 The provisions of this article do not affect Article 7:509 paragraph 3 of the Dutch Civil Code (BW).

10.6 It may happen that the Client and the Company rebook the time of execution of the Services to a later date. If the Client subsequently cancels the rebooked Services, the cancellation costs will amount to at least the amount that would have been due if the cancellation had taken place on the date of the rebooking.

10.7 If the Services are cancelled by the Client and a (travel) credit is granted out of courtesy, the following applies (unless other conditions are communicated by the Company): The credit must be spent within one year after the credit was granted. The new date of execution lies within two years after the credit was granted. The credit is bound to the Client and is non-transferable. The credit can only be used for the same Services at a later date. If the Services are more expensive at a later date, the price difference will be passed on to the Client. If the Client cancels the Services that were booked with a courtesy-granted credit, the travel credit expires.

Article 11 - SUBSTITUTION

11.1 The Participant can be replaced by another Participant under the following cumulative conditions:

- **a.** the substitute must comply with all conditions attached to the Agreement;
- **b.** the request for substitution is made at the latest 7 days prior to the start of the Service; and
- **c.** the terms and conditions of the service providers involved in the execution of the agreement do not oppose the substitution.

11.2 Client, Participant, and the person replacing him are jointly and severally liable to the Company for the payment of the remaining part of the price, change costs, and any extra costs resulting from the replacement.

Article 12 - PRICE CHANGE

12.1 The Company has the right to change the price before the start of the Service in connection with price changes of due taxes or levies by (local) governments.

12.2 The Company has the right to increase the price before the start of the Service in connection with price increases of the services of Auxiliary Persons, increased fuel costs, exchange rates, or other costs that were not known at the time of the offer. Insofar as prices are increased within three months after entering into the agreement, the Client has the authority to dissolve the agreement in that case.

Article 13 - ADJUSTMENT TO WEATHER, LOCAL CONDITIONS, AND PARTICIPANTS

13.1 All Services are offered subject to the proviso that adjustments based on weather influences, local conditions, and the competence, fitness, medical condition, and experience of the participants may be necessary. The risk of this (the consequences for the Services) lies with the Client.

13.2 Without prejudice to paragraph 3 of this article, a Service will in principle take place even in bad weather, whether or not in an adjusted form.

13.3 If the weather, local conditions, or other factors ensure that the Service cannot be executed safely, an alternative tour, route, or alternative program adjusted to

the circumstances will be carried out. This can also mean remaining in or near the accommodation and executing a limited program in or around the accommodation. The judgment that a Service cannot be executed safely lies entirely with the Company.

Article 14 - CHANGES AND CANCELLATION BY THE COMPANY

14.1 The Company can change the Agreement based on compelling reasons. The Company will communicate these changes to the Client immediately and with reasons stated. For changes that are not based on Article 13 or on force majeure (Article 15), the following applies: In that case, the Company will make every effort to offer the Client a Service of comparable quality, if possible in the same period. An offered alternative can only be rejected if it is not comparable. If the change is not accepted and no alternative is offered or the alternative is rejected, the Agreement ends and the Client is entitled to a refund of the price, and if the Service has already been partially executed, a proportional part thereof.

14.2 The Company can cancel the Agreement in whole or in part based on compelling reasons. The Company will inform the Client of the cancellation and the reason for it without delay. In the event of a cancellation by the Company that is not based on force majeure (Article 15), the following applies: The Client is (only) entitled to a refund of the already paid price, and if the Service has already been partially executed, a proportional part thereof. If the cause of the cancellation can be attributed to the Client and/or Participant, the resulting damage will be borne by the Client and the price remains due.

14.3 The Company can cancel the Agreement because the minimum numbers indicated in the offer for the Service have not been achieved. In that case, the Client is only entitled to a refund of the already paid price.

Article 15 - FORCE MAJEURE

15.1 The Company is not obliged to execute the Agreement insofar as compliance is impossible or requires disproportionate efforts or costs as a result of unforeseen and unavoidable circumstances ("force majeure"), such as a pandemic, (civil) war, terror, political unrest, natural disasters, strikes, closed roads, closed tunnels or mountain passes, closed (ski) areas/lifts, area bans, and dangerous (weather) conditions. In these cases, the Company can terminate the Agreement in whole or in part and each party bears its own damage.

Article 16 - PARTICIPANT'S OWN RISK AND LIMITATION OF LIABILITY OF THE COMPANY

16.1 An unavoidable risk of damage and accidents is associated with the offered Services, i.e., mountain sports activities. Despite careful handling by the Company, the risk of damage, death, or serious injury cannot be ruled out. Furthermore, the insurance options of the Company for damage are limited. A separate personal risk for the Participant is therefore inextricably linked to participation.

16.2 The Company is not liable for damage or an event that cannot be attributed to it, including:

- **a.** circumstances that are attributable to the Participant or Client, such as:
 - insufficient health or fitness, insufficient personal equipment, incorrect actions or inaction of the Participant;
 - overestimation of one's own capabilities;
 - careless or reckless behavior;
 - ignoring instructions;
 - not following one or more safety regulations;
 - participating under the influence of alcohol, drugs, medication, or other intoxicants;
 - deliberately or unconsciously allowing oneself to be classified into a wrong category;
 - providing incorrect information about one's own experience or competences.
- **b.** actions and influences of third parties not directly involved in the execution of the Agreement;
- **c.** force majeure.

16.3 Any liability of the Company for damage is limited to three times the price of the Service, unless the damage results from the death or personal injury of the Participant.

16.4 If the damage is suffered as a result of a Service that falls within the scope of an international treaty to which the European Union or the Netherlands is a party, then, in deviation from paragraph 3, the liability is limited to what is permitted according to this treaty. This also applies to damage resulting from the death or personal injury of the Participant.

16.5 In all cases, liability is limited to the amount covered by the liability insurance concluded by the Company, unless the exclusion is contrary to mandatory law. In no case is the deductible (eigen risico) of the Company excluded.

16.6 The Company is not liable for damage of the Client/Participant that is covered by insurance policies of the Client/Participant, such as travel, health, or cancellation insurance.

16.7 The limitations and exclusions of liability do not apply if the damage is the result of intent or deliberate recklessness on the part of the Company.

16.8 Limitation periods, including periods concerning the limitation of liability, amount to one (1) year, unless this limitation is not permitted. For package travel, this amounts to two years.

16.9 Rights of claim expire after one (1) year, unless this limitation is not permitted or is not justified in a specific case.

Article 17 - COMPLAINTS

17.1 If the Client or Participant detects a shortcoming in the execution of the Agreement, they must report it as soon as possible, but in any case during the Service, to the Company so that an appropriate solution can be arranged.

17.2 If the complaint is not resolved satisfactorily on-site, it can be submitted In Writing and with reasons stated to the Company at the latest within one month after the end of the Service. If the Service did not take place, the complaint must be submitted to the Company within one month after the original contractual start date.

17.3 Failure to report the complaint, or failure to report it on time, may affect the amount of a potential price reduction or compensation, unless the interests of the Company have not been harmed by the failure to complain on time. Complaints that are not received on time after return will not be processed, unless this is not reasonable under the circumstances of the case.

Article 18 - OTHER PROVISIONS

18.1 Subordinates, Auxiliary Persons, and other (legal) persons involved in the execution of the Agreement can invoke the provisions of the Agreement and these Terms and Conditions (including the exclusions of liability) against the Client and Participant.

18.2 If mandatory law stands in the way of the validity of a provision in these Terms and Conditions, or if a provision is annulled, the parties are deemed to have agreed on a valid provision that approaches the original intention as closely as possible in terms of content and scope.

18.3 Dutch law is exclusively applicable, unless this is contrary to mandatory law.

18.4 For consumers not residing in the Netherlands, it applies that if the Services are partially or wholly performed in the country of residence of this consumer AND the Company deploys commercial or professional activities in this country, or directs commercial activities for the agreed Service to this country, the consumer is entitled to the protection offered to him by the mandatory law of his country of residence despite the choice of law for Dutch law.

18.5 The Dutch court is exclusively competent, unless this is contrary to mandatory law.

PACKAGE TRIPS

The following provisions apply solely to Package Trips put together by the Company and offered to the Client. If the provisions in this section conflict with provisions in the previous section, these provisions shall prevail. The statutory provisions regarding Package Trips supplement this section. Where the Client is mentioned in this section, the 'traveller' within the meaning of Article 7:500

paragraph f of the Dutch Civil Code (BW) has corresponding rights and obligations insofar as the Company is regarded as the 'organizer' towards this traveller.

BEFORE THE START OF THE PACKAGE TRIP:

Article 19 - PRICE CHANGE

19.1 In deviation from Article 12, the following applies:

19.2 The Company has the right to increase the price up to 20 days before the day of commencement of the Package Trip in connection with changes in costs of fuel or other energy sources and in connection with taxes or fees from third parties not directly involved in the execution of the Package Trip.

19.3 The Company may reserve the right in the Agreement to increase the price up to 20 days before the day of commencement of the Package Trip as a result of changes in exchange rates.

19.4 The price revision method must be made known before booking and forms part of the Agreement.

19.5 If the increase amounts to more than 8% of the price, the Client has the right to terminate the Agreement. The Company sets a reasonable period within which the Client must make known In Writing whether they terminate the Agreement. If the Agreement is not terminated within the set period, the price increase is deemed accepted and the right to termination expires. If the Agreement is terminated, there is a right to an immediate refund of the paid amounts.

19.6 If the right to a price increase or price change has been stipulated, the Client has, where appropriate, the right to a price reduction in accordance with the price revision method. From the amount to which the Client is entitled on the basis of the potential price reduction, an amount of 30 euros will be deducted for administrative costs.

Article 20 - CHANGE BY THE COMPANY (before commencement)

20.1 In deviation from Article 14.1, the following applies: The Company has the right to unilaterally change the agreement before the start of the Package Trip insofar as it concerns insignificant changes and the Client is informed of the changes In Writing and in a clear, understandable, and prominent manner.

Article 21 - CANCELLATION BY THE COMPANY

21.1 In deviation from Article 14.2, 14.3, and 15, the following applies:

21.2 The Company can cancel the Agreement before the start of the Package Trip and refund all amounts paid for the Package Trip to the Client without being liable for compensation:

- **a)** in the event that the number of registrations is smaller than the minimum number stated in the Agreement and the Client is notified of the

termination within the period specified in the agreement, but at the latest:

- 20 days before commencement of the Package Trip for a Package Trip of more than 6 days;
- 7 days before commencement of the Package Trip for a Package Trip of 2 to 6 days;
- 48 hours before commencement of the Package Trip for a Package Trip of less than 2 days.
- **b)** in the event that the agreement cannot be executed as a result of unavoidable and extraordinary circumstances.

21.3 In the cases mentioned in paragraph 2, the Company will refund already received amounts without delay and at the latest within 14 days. Costs incurred by the Client for services falling outside the Agreement, such as vaccinations, visas, purchase of material, insurance, and—if not included in the Package Trip—the flight, tickets, accommodation, etc., will not be reimbursed.

EXECUTION OF THE PACKAGE TRIP:

Article 22 - RESPONSIBILITY

22.1 The Company is responsible for the execution of the Travel Services to which the Agreement relates, regardless of whether these Travel Services are executed by the Company itself or by another service provider.

Article 23 - CONFORMITY & NON-CONFORMITY

23.1 The Company must execute the Agreement in accordance with the expectations that the Client could reasonably have based on the publications, the Agreement, and the circumstances at the destinations.

23.2 The Client/Participant shall notify the Travel Service Provider and the Company without delay, in accordance with Article 17 (complaints), of any non-conformity that the Client/Participant has detected during the execution of a Service included in the Agreement.

23.3 The Company ensures that the reported non-conformity is resolved. The non-conformity does not need to be resolved if this is impossible or entails disproportionately high costs, taking into account the degree of non-conformity and the value of the Services concerned.

Article 24 - LIMITATION OF LIABILITY

24.1 In deviation from Article 16.2 to 16.9, the following applies:

24.2 The Client/Participant is in no case entitled to compensation for damage that the Client/Participant incurs as a result of non-conformity, insofar as the non-conformity is due to:

- **a.** the Client/Participant;
- **b.** third parties who are not directly involved in the execution of the Agreement and the

non-conformity could not be foreseen or prevented;

- **c.** unavoidable and extraordinary circumstances.

24.3 Any liability of the Company for damage is limited to three times the price, unless the damage consists of personal injury of the Client/Participant or the damage is caused by intentional or negligent actions of the Company.

24.4 If an international treaty to which the European Union is a party sets limits on the conditions under which service providers rendering travel services that form part of a package trip must pay compensation, or on the amount of that compensation, those limits also apply to the Company. If an international treaty to which the European Union is not a party but the Netherlands is, sets limits on compensations to be paid by a service provider, those limits also apply to the compensation to be paid by the organizer.

24.5 The limitation period for submitting a claim for compensation is two years after the end of the Package Trip.

24.6 Claims other than the claim for compensation expire one year after the end of the Package Trip, unless this limitation is not permitted or is not justified in a specific case.

Article 25 - HELP AND ASSISTANCE

25.1 The Company provides the Participant with immediate help and assistance if the Participant is in difficulties, in particular by providing proper information about medical services, local authorities, and consular assistance, and by helping the Participant with the use of distance communication and finding alternative arrangements for the Package Trip.

25.2 The Company charges a reasonable fee for the help and assistance if the difficulties have arisen through intent or negligence on the part of the Client/Participant.

VZR GARANT

In order to meet the statutory mandatory guarantee requirement, Mountain Beat makes use of the VZR Garant guarantee scheme (www.vzr-garant.nl). You can check this via the participant page of the VZR Garant website. Within the limits of the Guarantee Scheme (to be found on the VZR Garant website), the guarantee of VZR Garant applies. In the Guarantee Scheme, you can read exactly to which (travel) offer the guarantee of VZR Garant applies and what this guarantee entails. When services are not provided due to financial insolvency of Mountain Beat, you can contact VZR Garant, located at Torenallee 20, 5617 BC in Eindhoven, the Netherlands, via info@vzr-garant.nl or +31 (0)85 13 07 630.