

# GENERAL TERMS AND CONDITIONS OF SALE

## DEFINITIONS

### **Tourist package**

A tourist package is an all-inclusive trip that includes the use of boat with or without crew, capable of navigating in open seas with accommodation on board.

The boat, available to the organizer through a bareboat charter contract, will be delivered to the customer by the shipowner after identification on the basis of the information provided by the organizer, signing of a specific delivery report and payment of a deposit.

The boat, available to the organizer through a crewed charter contract, will be delivered to the customer by the shipowner after identification on the basis of the information provided by the organizer, signing of a specific delivery report and payment of a deposit.

The tourist package, apart from the use of the boat, includes additional services chosen in the negotiation phase, for example: outboard motor for the tender; additional linen, airline flights, transfers, hotels, restaurants, insurance, etc.. The customer, upon arrival at the port where the boat will be delivered, will be assisted in dealing with the owner by the organizer's staff, who will also provide any tourist information useful for the best enjoyment of the holiday.

### **All-inclusive trip**

An all-inclusive trip is defined in Swiss Federal Law of 18 June 1993 on all-inclusive travel (Federal Law Gazette 944.3), i.e. in accordance with Article 1, Paragraph 1, as the prearranged combination of at least two of the following services, if offered at a package price, lasting for more than 24 hours or including an overnight stay: transport; accommodation; other tourist services not ancillary to transport or accommodation and constituting a significant part of the overall service.

### **Organiser**

**PRIVATE TRAVEL SA**, Castel San Pietro, Via Piancorella 2, 6873 Corteglia, Switzerland, registered with the Trade Register Office of the Canton of Ticino with number CHE-101.088 .966 is the exclusive organiser and seller of the tourist package.

### **Intermediary**

This is the entity chosen by the customer that contacts the organiser to buy the tourist package.

### **Customer**

The customer is the beneficiary of the tourist package.

### **Owner**

The owner is the entity that has put the boat at the disposal of the organiser, as resulting from the boat documents.

## CONTRACTUAL INFORMATION

### **Price increases**

The contractually-agreed price cannot be increased.

### **Substantial modifications to the contract**

Any significant change of an essential element by the organiser before the date of departure constitutes a substantial modification of the contract. Substituting the boat due to force majeure with one having similar characteristics is not considered a substantial modification.

The customer may accept a substantial modification to the contract or withdraw from it without having to pay a penalty. If they withdraw from the contract, they shall inform the organiser as soon as possible. If the customer withdraws from the contract, they have the right to another tourist package of equivalent or superior quality if the organiser can offer it to them; to another tourist package of a lower level together with a refund of the difference; or to the fastest possible reimbursement of all the sums paid.

### **Cancellation of the contract**

If the customer cancels the contract before departure, they will lose the amount paid to the organiser up to the time of cancellation.

If the organiser cancels the contract before the date of departure due to a circumstance not attributable to the customer, the latter may claim compensation for damages. The customer is not entitled to damages for non-performance if the cancellation is due to force majeure. The inability of the shipowner to put at the client's disposal the chosen boat or one of similar characteristics due to an unforeseen accident preventing navigation is considered to be force majeure. The customer is entitled to the quickest possible reimbursement of all sums paid.

### **Non-performance and improper performance of the contract**

The customer must notify the organiser as soon as possible of any shortcomings in the execution of the contract found on site.

In the event of a complaint, the organiser will find an appropriate solution.

If, after departure, an essential part of the agreed services is not provided, or the organiser realises that they cannot provide it, the organiser will:

- a. provide alternative solutions so that the tourist package may be continued;
- b. compensate the customer for any damages; the amount compensated is the difference between the price of the services contracted and the price of the services actually provided;

If alternatives are not possible or if the customer does not accept them for good reasons, the organiser will help the customer find a means of transport to return to the place of departure.

### **Liability**

The organiser is responsible to the customer for the proper execution of the contract, regardless of whether they or any other provider must provide the services.

This shall be without prejudice to the limits of damages for non-performance or poor performance of the contract as provided for in international conventions.

The organiser is not liable towards the customer if the non-performance or improper execution of the contract is attributable to:

- a. failures by the customer;
- b. unforeseeable or insurmountable failures by a third party not involved in the provision of the contracted services;
- c. force majeure or any event that the organiser, despite all due diligence, could not foresee or resolve.

The organiser undertakes to act with the utmost promptness to come to the aid of the customer if they are in difficulty. Compensation for damages, except physical or intentional damage or damage due to gross negligence, is limited to twice the price of the tourist package.

The organiser is responsible for pecuniary and physical damages suffered by the customer during the enjoyment of the tourist package only when the supplier appointed by the organiser is responsible for the damage. In any case, the liability for pecuniary damage is limited to a maximum of twice the price of the tourist package.

For pecuniary and physical damage during transfers with specialised carriers (aeroplanes, trains, ships, etc.) the amount of compensation shall be determined on the basis of the applicable international agreements and/or the national legislation of the carrier. In such cases, any further liability of the organiser is excluded.

The organiser is not responsible for any damage suffered by the customer due to delays in transfers operated by specialized carriers (aeroplanes, trains, ships, etc.).

The customer must submit a complaint for non-performance or improper execution of the contract within 10 days of the event that they intend to dispute by written notice, including by email, stating the facts, the value of the claim for damages, the names of the persons they consider to be responsible for the damage, if known, witnesses, if any, and the report made to the competent authorities. Should the complaint not be made in the time and manner specified, the customer is not entitled to compensation for damages.

### **Responsibility in Communications**

Communication between the organiser, any intermediary, and the customer takes place via unprotected e-mail and could be intercepted, read, and modified by third parties. The customer agrees that the organiser communicate by e-mail. The organiser is not responsible for damages, of any kind, resulting from the use of e-mail.

### **Cancellation, repatriation, and health insurance**

The organiser informs the customer that they can provide insurance covering the cost of cancellation of the trip through contracted insurance companies.

The organiser advises the customer to take out an insurance policy for repatriation and health care costs in case of accidents or illness, as these are borne by the customer.

### **Passport, visas, and health regulations**

The organiser recommends to the customer to inquire from the authorities of their country about the passport, visa, and health requirements necessary for travelling and staying in Italy.

### **Guarantees**

The owner of the boat is insured for public liability, including physical damages, and damages to the boat for any kind of event, with an excess for which the customer remains liable and which amounts to the deposit paid at the moment of the delivery of the boat.

### **Applicable law and jurisdiction**

The sale of the tourist package is regulated by the rules of the Swiss Confederation. The place of jurisdiction is the Praetor of Mendrisio in the Canton of Ticino.