

General Terms and Conditions of Lotus Travel Service public co. ltd (referred to as Lotus hereafter)

1. Settlement of a traveling contract

By applying, the customer offers to enter a binding contract with Lotus Travel Service public co. ltd (referred to as Lotus hereafter). The application can be made in writing, in person (vocal), or by phone. By the medium of the applicant, it also becomes valid for all persons mentioned in the application, for whose contractual obligations the applicant is accountable as if he/she is accountable for his/her own contractual obligations as long as he/she has accepted such obligation through explicit and separate agreement. The contract becomes valid when accepted by Lotus. The acceptance is not required to take particular shape. At or immediately after conclusion of the agreement, Lotus will surrender a travel confirmation to the customer. Should the content of the travel confirmation deviate from the application, Lotus Travel has made a new offer, which is binding for 10 days. The contract will be concluded on the basis of this new offer if the customer accepts within the period of commitment.

2. Payment

Payment for the price of the journey prior to the end of the journey may only take place with the surrender of a security certificate in accordance with § 651 k paragraph 3 of the BGB (the civil code of the Federal Republic of Germany). With the settlement of the contract, an advanced payment can be required. Further payments are due at specified dates, complete payment is due at latest on delivery or receipt of travel documents as long as the journey cannot be cancelled any more due to reasons stated in number 7.2 and 7.3. Should the journey last no longer than 24 hours, does not include an overnight stay and should the price of the journey not exceed € 75, the complete payment can be demanded even without surrendering a security certificate.

3. Services

Which services are agreed upon in the contract can be seen from the service descriptions in the brochure and from the referring details mentioned in the travel confirmation. The descriptions in the brochure are binding for Lotus. However, Lotus explicitly reserves the right to announce alterations to the descriptions prior to settlement of the contract. Customers will certainly be informed of any such changes before booking.

4. Alterations in service or price

Alteration or deviation of particular travel services from the content of the travel contract that were agreed upon, for the case that they become necessary after settlement of the contract and are not brought about by Lotus willingly and against good faith, are only permitted if the alteration or deviation is minor and does not restrict the overall frame of the booked journey. Possible warranty claims remain untouched if the altered services are inadequate. Lotus is obliged to immediately inform the customer of any alteration or deviation of services. Should the need arise, Lotus will offer a rebooking free of charge or a free rescission. Lotus reserves the right to adjust the announced and confirmed prices in case of increased transportation costs or fees for certain services such as port- and airport-fees as follows:

Should there be an increase in the transportation costs existing at the time of contract settlement, especially fuel costs, Lotus is entitled to raise the prices on requirement of the following charging:

- a) In case of an increase referring to single seats, Lotus will demand payment for the enhanced amount from the traveler.

- b) In other cases, the occurring additional carriage costs claimed by carrier per mean of transport will be divided by the number of seats within the mean of transport agreed upon. Lotus will demand the resulting increase from the traveler. Should there be an increase in port- or airport-fees existing at the time of contract settlement towards Lotus, the price can be raised by the accordant pro rata amount. An increase is only licit as long as there are at least four months between contract settlement and the start of the journey that was agreed upon and as long as the circumstances, leading to this increase have not been occurring before contract settlement and were not predictable by the time of contract settlement by Lotus. In case of a belated alteration in price, Lotus is obliged to inform the customer by return. Increases in price are not allowed if there are twenty days or less left until the start of the journey. For price increases of more than 5%, the customer is entitled to rescind from the contract without fees or to demand participation in a journey of at least equal value as long as Lotus is able to provide such a journey without additional costs to the customer. The customer is obliged to claim these rights immediately after Lotus' statement concerning price increases.

5. Customer's rescission, change in bookings, substitutes

5.1: The customer is entitled to rescind from the journey any time prior to departure. Lotus' receipt of the statement of rescission is decisive. The customer is advised to declare the rescission in writing. Should the customer rescind or not start the journey, Lotus is entitled to claim compensation for its expenses and travel precautions. When calculating compensation, customary potential saved expenses as well as customary possible other uses of travel service are to be taken into account. Lotus can ask for a lump sum compensation in consideration of the following classification according to the timing of rescission in respect of the start of the booked journey.

I. Package tours with charter airlines:

| | |
|----------------------------------|-------|
| Up to 35 days prior to departure | 15 % |
| 34 to 15 days prior to departure | 40 % |
| 14 to 8 days prior to departure | 60 % |
| 7 to 1 days prior to departure | 80 % |
| departure day | 100 % |

II. Package tours with scheduled airlines:

| | |
|-----------------------------------|------|
| Up to 35 days prior to departure | 15 % |
| 34 to 15 days prior to departure | 40 % |
| 14 to 8 days prior to departure | 60 % |
| From 7 days on prior to departure | 70 % |

5.2: Those modes of travel not mentioned in II and I in respect to rescission, will be treated according to the principles developed in this document. The traveler is at liberty to provide Lotus with evidence that no disprofit or less disprofit than the demanded compensation has been caused to him/her.

5.3: Should, due to a customer's request, after the booking of a journey for a date that is within the temporal scope of the description of the journey, changes occur in respect of the date of the journey, the destination, the starting location, the accommodation, or the mode of transportation, Lotus may charge a fee for alteration per traveler if the following time limits are met.

I. For package tours with charter airlines:

10 % of the price up to 60 days prior to departure

II For package tours with scheduled airlines:

10 % of the price up to 60 days prior to departure

Customers' wishes concerning alterations in bookings, as far as those wishes occur after the expiration of a time limit, can, if the alteration is possible at all, only be met if the customer rescind from the travel contract corresponding to 5.1. and simultaneous newly applies, which entails the conditions described in 5.1. This is not valid for alteration requests that only cause minor costs.

5.4: Up to the start of the journey, the traveler can demand that a third person may enter into the rights and obligations of the contract in his/her place. Lotus may object to the entrance of the third person if that person does not meet the specific requirements for that journey or if legal or administrative barriers exist. Should a third person enter the contract, he/she, as well as the traveler are liable to Lotus as co debtor for the cost of travel as well as the additional costs occurred due to the entry of the third party.

5.5: In case of rescission, Lotus may claim the additional costs actually occurred from the customer.

6. Non-used Services

Should the traveler not use certain services in consequence of early returns or other urgent reasons, Lotus will make an effort to refund the saved funds from the respective suppliers. There is no such obligation should the subjects be completely insignificant services or in the case of legal or administrative barriers to a refund.

7. Rescission or cancellation by Lotus

In the following cases, Lotus may rescind from the travel contract before the start of the journey or cancel it thereafter:

7.1: Without maintaining a deadline: Should the traveler persistently disturb the conduct of the journey in spite of a warning from Lotus or should he/she act in disagreement with the contract in such a way that the immediate cancellation of the contract is justified. Should Lotus terminate the contract, Lotus maintains the right to the money charged for the journey. However, Lotus has to refund the value of the saved effort as well as the advantages Lotus receives from alternative uses of the services that have not been used, including contributions from the suppliers of the services.

7.2: Up to two weeks before the start of the journey: In case that a stated or legally required minimum number of participants is not reached, should the description of the journey mention such a minimum number of participants. In any case, Lotus is obliged to inform the customer immediately once a necessity to cancel a journey becomes apparent and surrender the statement of cancellation without delay. The customer will be refunded the money charged for the journey without delay. Should it become apparent that the minimum number of participants couldn't be reached at an earlier point in time, Lotus is obliged to inform the customer.

7.3: Up to four weeks before the start of the journey: Should, after making use of all possibilities, the conduct of the journey is not reasonable for Lotus because the booking volume for the tour is so low that, in case of accomplishment, the occurring costs will exceed the economic acceptable limit for Lotus relating to that tour. However, Lotus only has the right to rescind if the reasons are not caused by Lotus (e.g. miscalculation) and if Lotus can prove the reasons leading to the cancellation and if Lotus has offered a comparable substitute journey to the customer. Should the journey be cancelled due to these reasons, the customer will be refunded the money paid without delay. In addition, the booking charges will be refunded as a lump sum, should the customer choose not to accept the alternative offer.

8. Annulment of the contract due to unusual circumstances

Should the journey, due to at the time of contract settlement unpredictable force majeure, become considerably more difficult, dangerous, or otherwise disturbed, Lotus as well as the customer may rescind. Should the contract be annulled, Lotus may claim reasonable compensation for the services that have been delivered as well as the services that are still to be delivered until the end of the journey. Furthermore, Lotus is obliged to enable necessary measures for the return of the customer, especially, if the contract includes a return transport. Any additional costs of a return are to be equally shared by both parties. Apart from that, all additional costs are to be paid by the traveler.

9. Liability of Lotus

9.1: Lotus is liable due to the diligence of a prudent businessman for conscientious travel preparation
careful selection and the surveillance of the suppliers
correctness of the descriptions of all travel services mentioned in the brochures, as far as Lotus has not declared alterations in accordance with a.m. paragraph before contract settlement
delivery of the travel services that has been agreed upon

9.2: Lotus is liable for negligence of the person who was to provide the service

10. Guarantee

10.1: Remedies

Should the journey not be delivered according to contract, the traveler may admit a claim. Lotus may deny that remedy if it requires effort that is disproportionate. Lotus may also deliver remedy by providing substitute services of equal value.

10.2: Reduction in price

For the duration of a provision of travel service not in accordance with the contract, the traveler may claim a reduction of the price of the journey. The price is to be lowered in such a proportion as the value of the journey without failures would have been to the value of the actual journey at the time of contract settlement. The reduction will not take place if the traveler culpably neglects to report the failure.

10.3: Cancellation of the contract

Should a journey due to some failure be significantly disturbed and should Lotus fail to remedy the situation within an appropriate time limit, the traveler may, within the legal framework, terminate the travel contract. This should, in the customer's own interest and for reasons of tangible evidence, be done in writing. The same rule applies to a case in which the journey due to a failure, which is important and recognizable by Lotus, cannot be expected to be accomplished by the customer. The determination of a deadline is only unnecessary in a case in which remedy is impossible or is denied by Lotus or if the immediate termination by the customer is justified because of a specific reason. The customer owes Lotus the fees for the part of the journey that has been realized, as long as the services received for this part were valuable to him/her.

10.4: Compensation

The traveler can demand compensation due to non-fulfillment of the contract regardless of reduction or cancellation. This is not the case if the failure of the journey is caused by circumstances for which Lotus is not responsible.

11. Limitation of Liability

11.1: Lotus' contractual liability for damages that are not physical injuries is limited to three times the price of the journey:

1. As long as the damage to the traveler has not been caused purposefully or wantonly negligent
2. As long as Lotus is responsible for the damage solely based on a fault of the provider of the service

11.2: For all claims for compensation directed to Lotus due to unauthorized action, which has not been caused purposefully or wantonly negligent, Lotus will be liable for property damage up to € 4,100. Should the price of the journey exceed threefold this sum, liability for property damage is limited to three times the price of the journey. These maximum amounts each count per person and per journey.

11.3: Lotus is not liable for disturbances in services, people and property damages in connection with services that only are sold as an agency service (e.g. sport events, excursions, car rental etc.) and that are clearly labeled as outside service in the tour description and confirmation.

11.4: A claim for compensation directed at Lotus is limited or impossible if international agreements or rules based thereupon obstruct claims for compensation directed at the service provider under certain circumstances or with certain barriers.

11.5: Should Lotus take the role of a contractual air carrier, liability will be settled according to air traffic law in connection to the international treaties of Warsaw, Den Haag, Guadalajara, and the Montreal Agreement (only for flights to the US and Canada). These agreements generally limit liability of the air carrier in case of death or injury as well as loss or damage to luggage. As far as Lotus is the service provider in other cases, Lotus is liable in accordance with rules valid for these trades.

12. Obligation to co-operate

The traveler is obliged to, in case of default to cooperate within the framework of applicable laws in order to avoid or minimize potential damages. The traveler is specifically obliged to inform immediately the local guides or authorities of his/her complaints. No claims for reduction will be accepted if the traveler culpably omits to report a failure.

13. Exclusion from claims and statutory limitation

All claims directed to Lotus based upon non-contractual delivery of the journey have to be raised within one month after the contractually planned end of the journey. Beyond that deadline, the traveler can raise claims if he/she, without fault, was hindered from keeping the deadline. Claims of the traveler in accordance with paragraphs 651 c to 651 f of the BGB (the civil code of the Federal Republic of Germany) have a statutory limitation of one year. The statutory limitation begins with the day the journey should have ended according to contract. Should negotiations be ongoing between Lotus and the traveler about the claim or its causes, the statutory limitation freezes until either Lotus or the traveler rejects further negotiations. The statutory limitation takes effect no earlier than three months after the freeze.

14. Passport-, visa- and health-regulations

Lotus guarantees to inform citizens of the country in which the journey is offer about passport-, visa-, and health-regulations as well as possible changes thereof before the start of the journey. Consulates are responsible for citizens of other countries. Lotus is not liable for timely issue of or enabling access to necessary visas through diplomatic representation if Lotus has been asked to handle these affairs unless a delay was caused by Lotus. The traveler is responsible for meeting all regulations and criteria necessary for the journey. All disadvantages, especially the payment of withdrawal costs, caused by not meeting these criteria, rest with the traveler unless they are caused by wrong or omitted information by Lotus.

15. Ineffectiveness of individual regulations

The ineffectiveness of individual declarations and regulations of the travel contract does not entail the ineffectiveness of the entire travel contract.

16. Legal venue

The traveler can only sue Lotus in its domicile. If Lotus takes legal action against the traveler, the place of residence of the traveler is decisive unless the action is directed towards merchants or persons who have changed their place of residence or whereabouts to another country or whose place of residence or usual whereabouts are unknown at the time the legal action is taken. In these cases, the location of Lotus is decisive.

As of July 2005