

General Terms and Conditions of Sale

Your stay in Ecuador is subject to the rules and regulations governing tourism in Ecuador and the following General Terms and Conditions, which complete these rules and regulations and therefore prevail over them.

Article 1: Scope of application

These General Terms and Conditions of Sales are applicable to all the trip packages offered by the tour operator in Ecuador, except for those packages offering or including cruises to the Galapagos Islands, as the latter are subject to specific terms and conditions.

Article 2: General information

1. The operator is a tour operator travel agency domiciled in Quito, Ecuador, that is legally incorporated in the country and therefore subject to all its applicable domestic laws and regulations governing tourism activities and the profession.
2. Purchase of one of the tours implies the unreserved observance of Ecuadorian laws on tourism, our general terms and conditions of sale and/or specific terms and conditions of sale, as well as compliance with the instructions and recommendations incorporated into the various notifications attached to travel papers.
3. The customer expressly acknowledges that he/she has been duly apprised of the information about the tour he/she has chosen thanks to the information provided to him/her by the operator.

Article 3: Information from the operator

1. The operator shall advise the customer, in writing, prior to signing of the contract, about prices, dates, and other elements that are an integral part of the services provided as a result of the trip or stay, such as:

1. Destination, means, features, and categories of transportation used.
2. Accommodations, their location, comfort category, and their main features, their homologation and their classification as tourism facilities, in keeping with the regulations or customs of the host country.
3. Meals provided.
4. Description of the itinerary if it is a tour.
5. Visits, excursions, and other services included in the package deal or that might be available for an extra fee.
6. The minimum or maximum size of the group that makes it possible to organize the trip or stay, as well as the deadline for the user to provide information in case of cancellation of the trip or stay when the tour is subject to acceptance of a minimum number of participants.
7. The amount or percentage share of the price that has to be paid as a down payment upon signing the contract, as well as the installments that have to be paid to cover the remaining cost.

2. Promotions and offers

1. The information sent in writing to the customer constitutes a commitment made by the operator unless:
 - a) Changes to this information are clearly transmitted to the traveler in writing before the contract is signed.
 - b) Changes are subsequently made on the basis of a written agreement between the parties to the contract.
2. The operator reserves the right to cancel an offer whether temporarily or permanently.
3. The offer mentioned is valid until it is sold out.

Article 4: Booking and payment

1. Booking a trip or tour services must be done obligatorily and exclusively by returning to us our registration form duly filled out and signed by the customer. By signing the form, the signatory pledges to be held liable for the persons registered on the form.
2. Unless otherwise expressly agreed upon, every registration must include payment of a 30% down payment of the total amount of the cost of the trip or tour services hired, to be deposited by wire into our current bank account so that the booking can be considered definite.
3. The contract for organizing the trip enters into force as soon as the traveler receives written confirmation that the down payment deposit has been duly received by the operator.
4. Receipt of the down payment implies booking only if space is available.
5. The invoice is sent to the customer within 15 days after booking. The remaining balance for payment of the trip must be paid, without any further notification from us, 30 days before the date of departure at the latest. If booking takes place less than 30 days before the date of departure, immediate payment of the entire price is required.

Article 5: Price of the trip

1. The price agreed upon is a lump sum and includes all the services mentioned in the trip's description, unless an obvious literal mistake has been made.
2. The price is understood to be per person on the basis of the number of beds per room, unless otherwise stipulated.
3. Prices are calculated on the basis of the number of nights spent, not the number of whole days. By night, one means the time that the room is available, that is, between 14:00 and 12:00 noon the following day.

4. Prices have been set as of January 1, 2008 and are subject to change between then and the date of departure. All changes in local or national taxes, transportation fees or prices for other service providers may lead to changes in listed prices.

If the price increase is over 10% of the overall price and you have already booked your trip, you have the option of canceling your trip altogether within 8 days after notification of this price increase. In that case, the operator must reimburse the traveler for all amounts already paid; the operator, however, reserves the right to withhold the amount of US\$75 per traveler to cover processing costs.

Article 6: Cancellation by the traveler

If you cancel your trip (for whatever reason):

1. Cancellation must be notified to the operator by a certified letter providing the specific references of the trip that is being cancelled. Cancellation by the traveler can only be taken into consideration when it occurs on a workday and during business hours. Cancellations that are made outside this time are taken into consideration as of the next workday.
2. Since cancellation fees as indicated in item 1 above depend on the date that notification of cancellation is received, they are set as lump sums according to the table below. All amounts are per person.

- up to 30 days before departure: US\$75 per person
- between 29 and 21 days before departure: 25% of the total amount of the trip
- between 20 and 8 days before departure: 50 % of the total amount of the trip
- between 7 and 2 days before departure: 75% of the total amount of the trip
- less than 2 days before departure: 100% of the total amount of the trip.

When several customers are booked under the same contract file and one of them cancels his/her trip, the cancellation fees are withheld from the overall amount of the down payment, regardless of the person who originally made the deposit.

Article 7: Cancellation by the operator before departure

1. Up until 21 days before departure, the operator reserves the right to cancel a departure if there are not enough participants.

In this case, the operator may propose one of the following:

- Either reimbursement, as soon as possible, of all amounts paid for the contract.
- Or confirmation of the tour, but at an extra charge (proposal that does not in any way alter your option to refuse the trip and therefore to be entirely reimbursed for the amounts that were deposited).
- Or the offer of another tour that is equivalent or superior in terms of quality, without payment of any extra charge; if the alternate tour, however, is of a lower quality, the tour operator must reimburse the traveler for the price difference as soon as possible.

2. Up until the last minute, a cancellation may occur as a result of circumstances that have been forced upon us and that are beyond our control (strikes, political unrest, natural disasters, security problems, etc.). Under these circumstances, full repayment of the amounts that had been deposited shall be made by the operator. No other compensation or reimbursement, other than those amounts paid to the operator, shall be granted.

3. If the operator cancels a departure for reasons other than those mentioned in items 1 and 2 above, the traveler is entitled to demand compensation for breach of contract, in addition to full reimbursement of all the amounts already paid by him/her.

Article 8: Possible changes to the trip

Excursions, visits and activities proposed for the different tours and trips were possible at the time of establishing the itineraries. For various reasons, we may make an exception and change the itinerary or the scheduled route of the tour and any planned activity may be displaced or cancelled or replaced by another that is similar and at the same price, both before the trip (we would be informing the participants at the time) and during the trip. In any case, we shall always be serving the best interests of the travelers.

Should the service provider fail to comply with its commitment to provide a service before trip departure, during the tour or during the stay or if, for compelling reasons (political circumstances, requisitions, government travel plans, strikes, weather conditions, natural disasters, security problems, etc.), it turns out to be impossible to provide a major part of the services stipulated in the contract, accounting for a non-negligible percentage of the price paid by the buyer, we shall do all in our power to provide equivalent or even better services.

When circumstances oblige us, we may have to replace one means of transportation by another or one hotel by another or take a different route or cancel certain excursions without detriment to the customer's entitlement to file a request for compensation for any damages that might have been sustained because of these exceptional changes.

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Article 9: Changes by the traveler

The operator may charge the traveler for any expenses stemming from changes requested by the traveler.

Changes to a trip may be accepted if they are feasible. Any change in the trip made by the customer less than 30 days before departure entails payment by the customer of a lump-sum fee as indicated below, in addition to any possible price adjustment because of the changes being requested:

1. Change in the type of room, hotel, motor vehicle, or guide: US\$10 per person.
2. Change of program, trip dates (arrival and/or return): US\$20 per person.

Article 10: Unused services

Any trip that has been cut short by the traveler or any service that has not been used by the traveler, for whatever reason that may be given, cannot be grounds for any kind of reimbursement.

Article 11: Transferability of booking

1. The traveler may, before the start of the trip, transfer his trip to a third-party who meets the same requirements for the trip as the original traveler with respect to the trip or tour, as long as the contract has not begun to be formally implemented. The transferor must inform the operator of this transfer 15 days prior to the start of the trip at the very latest. As for cruises, the time-limit is 21 days prior to the start of the trip.

2. The traveler who transfers his/her trip and the transferee are severally and jointly liable for the overall payment of the trip and any possible fees charged for the transfer.

Article 12: Luggage

1. During airline transfers, the airline company is responsible for your luggage. Any claim referring to these transfers must be dealt with directly by the customers and the above-mentioned carrier. For the rest of the trip, you are responsible for your own luggage.

2. The operator cannot in any way be held liable, in case of damages, regardless of what they might be, for any personal effects or valuables (cameras, video recorders, jewels, etc.) belonging to the traveler.

Likewise, the tour operator cannot be held liable for said articles or personal shopping items that might have been forgotten or lost and which are under your responsibility on the occasion of your trip or your hotel stay.

Article 13: Tour operator's liability

1. The tour operator and its agents or representatives act as organizers. As such, they are therefore required to work with various service providers, various carrier companies, places of accommodation, and other brokers needed to organize stays or trips. The operator, acting as an intermediary between the customer, on the one hand, and the service providers (carriers, hotels, charterers, etc.), on the other hand, must not be mistaken for the latter, who in any case are responsible for their own services. The operator accepts no liability for any failure on the part of service providers to fulfill any of their described obligations, except for errors or noncompliance stemming directly from actions or omissions by the operator's immediate employees.

2. The operator is responsible for due implementation of the contract in conformity with the expectations the traveler might reasonably have on the basis of the provisions of the tour operation contract. In case of breach of contract by any of the service providers with respect to any of the written obligations, the operator pledges to help the traveler plead his case and exercise the rights he is entitled to with the providers concerned.

3. During implementation of the contract, to the extent possible, the operator must promptly come to the rescue and provide assistance to any traveler in trouble. In this case, the operator may charge any extra costs to the traveler.

Article 14: Traveler's liability

1. The traveler must provide the operator with all the useful information that might be expressly requested of him/her.

If the traveler provides mistaken information leading to extra costs for the operator, these costs may be charged to him/her.

2. Each traveler must be the holder of personal liability insurance coverage, as well as comprehensive insurance, for protection in case of incidents or accidents that might occur before or during the trip. At the time of booking, you must provide us with the details and coverage information of your personal insurance.

In any case, do not forget to take with you on the trip a copy of your contract (or at least the details of your personal insurance, including contract number and phone number), as you shall be responsible for filing claims, should an accident occur, with the insurance company (our guides and representatives shall of course help you in this procedure).

3. Each participant must comply with all police and health formalities in force throughout the entire trip. In no case shall the operator take up the customer's personal responsibility for obtaining all the legal papers required prior to departure (passport, visa, immunization records...) and throughout the trip, including compliance with all customs regulations governing the export of property such as rugs, antiques, etc.

Breach of any of these rules and regulations, the customer's inability to provide legally valid papers on the day of departure, or any delay (even if

stemming from a force majeure situation because of rerouting of flights, railways, or land transportation that we are not providing) is the sole responsibility of the participant, who shall pay for any expenses that might have been incurred because of this.

4. In view of the unique nature of our trips, each participant must follow the advice and instructions provided by the guide in charge of the group and representing the operator, who cannot be held liable for any incidents, accidents or bodily harm arising from any careless personal initiative.

Furthermore, each participant must be aware that he/she can run risks of all kinds because of local conditions (remoteness from medical centers, absence of means of communication, poor conditions of certain infrastructure, etc.). The traveler has been fully apprised of the facts and therefore is responsible for himself and all of his rightful beneficiaries and pledges not to hold the operator liable for the above.

5. Physical fitness and certain skills for sharing and living together are indispensable for the type of tour we are proposing. The operator reserves the right to expel from a group any person whose behavior might be viewed as jeopardizing the safety of the group or the well-being of the participants. In these cases, no compensation shall be owed.

6. The traveler shall be held liable for any damage caused to the operator, its staff or representatives because of the traveler's fault or because of his/her failure to fulfill contract obligations.

His/her liability in this case is limited to the full price of the trip, at the most.

Article 15: Claims

1. Before departure: Claims prior to implementation of the travel contract must be filed as soon as possible by certified mail, or registered mail with confirmation of receipt, addressed to the operator.

2. During the trip: Claims arising during implementation of the contract must be filed as soon as possible on the spot and appropriately so that it can serve as evidence and so that a solution can be found.

For this purpose, the traveler must address himself/herself—in the following order—to a representative of the operator (the guide), and/or the provider concerned, and/or the operator itself. Subjective assessments of a claim shall not be taken into consideration.

3. After the trip: Claims that cannot be filed on the spot or that could not be satisfactorily resolved on the spot must be filed within 10 workdays, at the latest, after the end of the trip, addressed to the operator, either by certified mail or registered mail with confirmation of receipt.

Depending on the time it takes for us to conduct our investigation among the hotels or service providers, the response may require between one and three months. Any mail that does not come with original substantiating documents shall be filed without further ado.

Article 16: Jurisdiction and applicable law

Any claim regarding the implementation, interpretation and validity of the present contract that has not been resolved by a friendly settlement shall come under the exclusive jurisdiction of the Court of the Chamber of Commerce of Quito, which shall apply Ecuadorian law for this purpose.