

Specific Terms and Conditions of Sale - Galapagos

Article 1: Scope of application

These Restrictions are applicable to all tour packages that propose or include cruises or any other service (airfare, hotel, diving, transportation, guide, etc, ...) in the Galapagos islands.

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: Booking and payment

1. Booking a cruise or tour services in the Galapagos Islands 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. Every registration must include payment of a 30% down payment of the total amount of the cost of the cruise and/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 customer 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, 60 days before the date of departure at the latest. If booking takes place less than 60 days before the date of departure, immediate payment of the entire price is required.

Article 4: Price of the trip

1. The price agreed upon is a lump sum and includes all the services mentioned in the description of the trip or cruise, unless an obvious literal mistake has been made.

2. Cruise prices are understood to be per person on the basis of occupancy of one (1) bunk bed for each double cabin. The prices listed or transmitted to the customer can never mean total use of the double cabin by a single person.

3. An individual passengers shares the cabin with another passenger of the same gender. If an individual passenger decides to rent the entire cabin for himself/herself, an extra fee ranging from 50% to 100% of the single bunk bed rate, depending on the ship, shall be charged.

4. Prices have been set as of January 1st, 2009 and are subject to adjustment 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 adjustments 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 5: 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 91 days before departure: US\$150 per person
- between 90 and 61 days before departure: 30% of the total amount of the trip
- between 60 and 31 days before departure: 50 % of the total amount of the trip
- less than 31 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

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amount of the down payment, regardless of the person who originally made the deposit.

Article 6: Cancellation by the operator before departure

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: severe failure on the part of a service provider (damaged ship, etc.), political circumstances, requisitions, government travel plans, strikes, weather conditions, natural disasters, security problems, etc. In case of cancellation, full repayment of the amounts that had been deposited shall be made by the operator.

No other compensation or indemnity or reimbursement, other than those amounts paid to the operator, shall be granted.

In any case, the operator shall try to serve the best interests of the travelers and, to the extent possible, shall try to offer another package of equivalent or higher quality; if the trip being offered as a substitute is of lower quality, the operator shall reimburse the customer for the price difference as soon as possible.

Article 7: Possible changes to the trip

1. The captain of the ship is authorized to change the itinerary if he deems it is necessary.

2. If, during the stay, for any reason forced upon us and that is beyond our control and that of our passengers, the cruise or trip were to be interrupted, reimbursement will be made by the operator for the days that were missing, proportionate to the amounts deposited. No other compensation or reimbursement, other than those amounts paid to the operator, shall be granted.

3. If, before the start of the stay, for any reason forced upon us and that is beyond our control and that of our passengers, the date of departure or end of the trip or cruise must be changed, the customer shall either accept this change of date or ask for the total repayment of the amounts deposited to the operator. No other compensation or reimbursement, other than those amounts paid to the operator, shall be granted.

Article 8: Changes by the traveler

The operator may charge the traveler for all expenses stemming from changes requested by the traveler. Changes to a trip or cruise are accepted only if they are feasible.

Article 9: Unused services

1. 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.

2. The operator cannot be held liable for unused services or possible changes in the trip or the cruise in case of cancellation, suspension, change of schedule or delay in domestic flights.

3. No reimbursement shall be made for any unused service, change of itinerary or total loss of the cruise or tour if the passengers arrive late at the airport and miss their flight.

Article 10: 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 11: 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 or cruise, 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 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 cruise.

Article 12: Responsibility of the organizer

1. The 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, trips or cruises. The operator, acting as an intermediary between the customer, on the one hand, and the service providers (carriers, hotels, charterers, ship

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owners, 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 the 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 described 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 13: 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 14: 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.

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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 15: 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.
