

General Contract Conditions of Alpin Center GmbH

Alpin Center Interlaken runs the respective activities in its own name and under its own responsibility (see Informations and Reservations below.)

1. Bookings

The customer can book directly with Alpin Center or through one of its booking agents. With your booking you acknowledge the general contract conditions as a component of the contract between yourself and the organizer.

2. Payment conditions

2.1 Instant booking

In case of an instant booking of activities, the booking is not completed before the total amount is paid or a valid credit card including the expiration date is deposited at the booking office.

2.2 Bookings of a group of 2-19 persons

In case of a definitive booking (group of 2-19 persons) the total amount has to be paid within 10 days after receiving the bill or in 2 equal rates as follows:

1. rate: immediately after booking the activity
2. rate: at the latest 10 days before the beginning of the activity

2.3 Bookings of large groups: from 20 persons

The payment in case of large groups has to be made in 3 equal rates before the beginning of the activity:

1. rate: at the latest 10 days after booking the activity
2. rate: at the latest 60 days before the beginning of the activity
3. rate: at the latest 30 days before the beginning of the activity

General information: If the payment is not made on time the organizer has the right to hold back the services, dissolve the contract and charge the annulment costs according to clause 3.

Bank account: United Bank of Switzerland, CH - 3800 Interlaken
IBAN CH67 0024 1241 3207 5310 X
SWIFT UBSWCHZH36A, Account No. 320753.10X, Clearing NO. 241

3. Withdrawal by the customer before the start of the activity

Costs due to annulment or in default of appearance

Groups from 4 persons and more:

20 to 10 days before activity	40%
10 to 1 days before activity	80%
Day of activity when customer do not showing up	100%

Full day activities (1 to 3 persons):

2 days before activity	30%
1 day before activity	50%

Cancellation at the day of activity:

- Before 8.30 a.m.	50%
- After 8.30 a.m.	100%
When not showing up	100%

If the customer can not participate in the activity, due to a late arrival or the activity has to be cancelled due to this reason: 100%

If the customer can only participate in parts of the activity, due to a late arrival, no refund will be given.

If the customer can not participate in the activity, due to a reason where he does not blame for (for example an accident), he will not be charged with any costs for the activity. If the customer has already made any payment for the activity, he will get a refund, but he has to show all the documents to prove (for example Alpin Center Tickets, doctor reports, proofes).

For calculation of the costs for any annulment, the date where the booking office receives the message will be considered (following workday when it is Sunday or public holiday).

If the activity will get cancelled by the Alpin Center GmbH (for example due to the weather condition), the customer will not be charged with any costs for the activity.

4. Withdrawal of the organizer

4.1 Minimum no. of participants

With all activities there is a minimum number of participants. If the minimum number is not reached, the organizer can cancel the activity up to one day before the date of the activity without compensation.

4.2 Cancellation before the start of the activity

The organizer can cancel the activity, if the participants give him the legitimate occasion to through actions or commissions. In this case of annulment conditions according to clause 3 are valid. Should the weather or nature, official measures, higher powers, safety or other factors make the activity difficult, dangerous or not possible, the organizer can cancel the activity. The paid price will be refunded.

5. Program and price change before contract settlement

Programs and prices are subject to change without notice. You will be notified of any change when booking.

6. Program changes after contract settlement or discontinuation of the activity

The organizer maintains the right after settlement of the contract and also during the activity to change or discontinue the program, if weather, nature, official measures, higher powers, safety or other measures demand. If there is a considerable change of an important point in the contract before the beginning of the activity, or if the change in the program leads to an increase in price by more than 10%, the participant may back out of the contract. With a program change during the activity, the organizer will do his best to offer, where possible, a change of similar value.

Paragliding: The landing area is chosen by the pilot according to wind conditions. The length of the flight is dependent on weather conditions. A definite amount of air time is not guaranteed. If the flight has to be discontinued, there is no refund of the flight fee.

Skydiving: If the sky dive cannot be carried out due to weather conditions etc, the participant will be refunded the entire fee, as long as the transport plane has not yet started; if the plane/ helicopter has already reached up height, then only the jump fee will be refunded.

7. Discontinuation of the activity by the customer

If the participant discontinues or leaves the activity before it is over, there is no refund and all other costs additionally incurred are the responsibility of the participant.

8. Participation obligations of the participant, participation conditions

For all activities, good health is a prerequisite. It is the obligation of the participant to tell the organizer of any health problems. Under no circumstances can one participate when under the influence of drugs, alcohol or any other psychochemicals which are similarly debilitating.

The following health conditions do not allow participation in the activities, especially bungee jumping: pregnancy, high blood pressure, heart complaints, epilepsy, eye operations, high risk heart circulation system, physical damages, neurological complaints, chronic ear illnesses with balance disturbances.

The customer is obligated to fulfill the participation conditions and to strictly follow the instructions of the organizer, the mountain guide or assistants. Not adhering to the instructions or participation conditions of the activity may lead to the participant being excluded from the activity by the organizer. When exclusion from the activity occurs before the activity, the cancellation conditions according to clause 3 are valid, after the start of the activity there is no refund.

Additional conditions for bungee jumping: The participant must be at least 16 years old. The organizer alone decides if the jump is to be carried out. If a participant does not follow the instructions, the organizer may immediately dissolve the contract and the jump fee will not be refunded. If weather conditions do not allow the jump to be carried out, the participant has the right to change the jump to a later date or the jump fee will be refunded under exclusion of further claims. Should the participant not jump within ten minutes of jump clearance from the organizer, then he loses the right to carry out the jump, the jump fee will not be refunded.

Additional conditions for skydiving: The participant must be at least 16 years old. The organizer alone decides if the jump is to be carried out. If a participant does not follow instructions, the organizer may immediately dissolve the contract and the jump fee will not be refunded. Should the participant not make the skydive within three minutes of clearance by the organizer, then he loses the right to jump, the jump fee will not be refunded.

Additional conditions for zorbing: For extreme zorbing: The Participant must be at least 16 years old. The participant cannot be more than 85 kilograms of weight. For zorbing on the flat or gentle slope, there are no restrictions. Further conditions according to the same of bungee jumping.

9. Insurance

The participants are not insured by the organizer. The participant should have sufficient sickness and accident insurance coverage (including sport accidents).

10. Complaints

Should the participant have the occasion to lay a complaint or suffer damages, then these should be immediately sent in writing to the leader of the activity for confirmation. The leader of the activity is, however, not entitled to acknowledge the claims. The leader of the activity will do his best, within the frame of the program, to remedy things. If there are insufficient or no remedies, or if the participant wants to enforce damage claims, the participant must send the claims in writing within

four weeks after the contract end of the activity at the place of booking for the attention of the organizer. With your complaint the confirmation of the leader of the activity must also be enclosed, with all relevant proof. Complaints which are late or which have not been registered during the activity, or with late arrival of the claim at the booking agency, all of the claims are forfeited.

11. Liability

11.1 Failure of service, inferior service

The organizer will reimburse you the agreed value difference within the frame of the general conditions, for services that are not well done or badly done, as long as a substitute service of the same value cannot be offered on the spot, and when it is not the fault of the organizer or his helpers.

11.2 Liability exclusion

The organizer is not liable for damages which are a result of light fault on the part of the organizer or his assistants. If the organizer transfers, within his rights, the activity to a third party, then the organizer is not responsible for his actions or commissions.

The organizer is especially not responsible for damages not incurred by the actions or commissions of the activity leader, or which do not exist in connection with the contractually agreed service, but are a result of the actions of the third party, other participants, of the participants (especially clause 8), higher powers, natural forces, official arrangements etc), or due to late return home.

If the participant does not follow the instructions of the organizer, leader of the activity etc, then liability on the part of the organizer is not applicable.

11.3 Special liability conditions, condition for paragliding, hang gliding and skydiving.

The use of national laws or international agreements are reserved with continuing liability limitations or liability exclusions.

Activities which are controlled by air traffic regulations adhere to the respective national and international conditions, where the liability of persons, things and property damage, as well as luggage is limited or excluded (for inland transportation the air transport regulations of the 3. 1 0. 1 95VI .6. 1 962; with international transport the agreement for the standardization of rules over the transportation in the international air traffic, Warsaw agreement of the 12.10.1929/28.9.1 955). Please take details from the flying license.

For skydiving the liability limitations according to air transport regulations are valid, even if these are not used by the law.

11.4 Out of contract liability

Out of contract liability complies with the relevant law conditions. Provided that these general conditions intend strict liability prerequisites, liability limitations or liability exclusions, then these may be used.

12. Applicable right and legal venue

Swiss right is applicable. As exclusive legal venue, the parties agree on Interlaken.