

General Contract and Travel Terms and Conditions

1. Offer/registration

1.1 The brochures, offerings on websites and other advertising means of e-hoi are no binding offers. Also brochures of cooperation partners from e-hoi (in particular advertising partners and agents), their websites and other advertising means containing offers for travels from e-hoi represent no binding offers.

1.2 With registering/booking the customer is bindingly offering e-hoi the conclusion of a travel contract.

1.3 The registration can be performed in writing (incl. e-mail and website) or orally (by telephone or personally on site).

1.4 Only individual persons who are unrestricted capable of acting and over 18 years old as well as legal entities are allowed to register.

1.5 The customer has no legal entitlement for acceptance of the offer by e-hoi. e-hoi is authorised to decline the acceptance of offers without giving reasons.

1.6 The customer is authorised to revoke the offer for the conclusion of a contract at any time. We recommend declaring the revocation in writing.

1.7 The customer is obliged to specify his name as well as the names of fellow travellers as stated in the personal documents used for the travel. In case of service refusal due to a name misspelling (e.g. non-approval to the flight) no refunding is granted for unused services. Any costs for re-issuing of tickets have to be borne by the customer. The customer is obliged to control the right spelling of the names when receiving the travel documents.

2. Conclusion of the contract

2.1 The contract takes effect on acceptance of the registration by e-hoi.

2.2 The offer is always accepted from e-hoi by means of a written travel confirmation for both written and orally arranged registrations. If the content of the travel confirmation differs from the content of the registration, a new offer is available for e-hoi, which is binding for a period of 10 days. The contract is concluded basing on this new offer, if the customer accepts the offer within the commitment period. Obvious typing errors are no justified reason for a new offer. In case of orally arranged registrations the customer is obliged to inform e-hoi about any deviations from the travel confirmation of the offer immediately, otherwise a tacit acceptance of the new offer is assumed.

2.3 The customer, who performed the registration, is liable for the contractual obligations of all co-registered participants as well as for his own. The contractual terms and conditions apply for all travel participants.

2.4 The minimum number of participants for the implementation of the river cruises of the brand e-hoi cruises is 80 people.

2.5 Any advertising partners from e-hoi and agents are no parties of the travel contract. Their statements and commitments have no binding effect for e-hoi and constitute no rights for the customers towards e-hoi.

3. Price and payment terms

3.1 The prices for travel arrangements are shown in the brochures, internet offers and additional advertising means from e-hoi.

3.2 e-hoi reserves the right to adjust the prices until the time of contract conclusion. The customer needs to be informed about any price adjustment immediately. The customer needs to confirm the information. This confirmation is deemed to be the new offer. Only when e-hoi is accepting this offer, the contract is concluded.

3.3 Upon conclusion of the contract with e-hoi, a down payment will be due as followed:

Tour operator e-hoi Ferienpost – a brand of e-hoi AG	
Deposit	20% of the tour price
Final payment	80% of the tour price

Tour operator e-hoi Paket – a brand of e-hoi AG	
Deposit	40% of the tour price
Final payment	60% of the tour price

Tour operator e-hoi individuell – a brand of e-hoi AG	
Deposit	40% of the tour price
Final payment	60% of the tour price

Tour operator e-hoi AG	
Deposit	20% of the tour price
Final payment	80% of the tour price

Tour operator e-hoi Cruises – a brand of e-hoi AG	
Deposit	20% of the tour price
Final payment	80% of the tour price

Tour operator AmaWaterways (e-hoi AG)	
Deposit	20% of the tour price
Final payment	80% of the tour price

Tour operator Star Clippers (e-hoi AG)	
Deposit	20% of the tour price
Final payment	80% of the tour price

Tour operator Norwegian Cruise Line (e-hoi AG)	
Deposit	20% of the tour price
Final payment	80% of the tour price

3.4 The deposit is due upon receipt of the booking confirmation/invoice. The remaining balance is due no later than 48 days before the start of the trip. For bookings made within 48 days of the trip's start date, the full price of the trip is due immediately.

3.5 Should separate flight, insurance or other services be booked, these are due immediately and in full.

3.6 The delivery of the invoice by e-mail is free of charge. If the invoice is sent by post, e-hoi will charge an administration fee of CHF 30.

3.7 In addition, the following fees will be charged:

- o **Visa:** CHF 50.- p.p. plus visa fee

- o **Change of a trip** (flight postponement etc.): CHF 100.- p.p. plus surcharge,
- o **Order fee:** CHF 29.- p.p., maximum CHF 58.- per dossier
- o **Cancellation fee:** CHF 80.- p.p., maximum CHF 160.- per dossier.

3.8 The payment can be arranged with credit card (MasterCard, VISA), bank transfer, REKA cheque/card. Personal data such as name and address, which is collected with the signing in form, is encrypted by SSL technology. Thereby the entered characters are converted into a code to prevent unauthorised persons from reading the data during the internet transfer. This technology is deemed safe. The remaining risk during data transfer (data loss, data misuse) is borne by the customer.

3.9 For payments with REKA cheques or REKA card the customer is charged with any remaining amounts. The entire amount is immediately payable.

3.10 The customer receives all travel documents (ship voucher, flight ticket, hotel vouchers etc.) after receipt of the complete payment of the travel price before travel start. In case the customer is not receiving the documents within this timespan e-hoi has to be informed immediately.

3.11 In case of short-term registrations e-hoi reserves the right to send the travel documents to the customer via parcel service or by cash on delivery shipping. The costs of up to CHF 50.- have to be borne by the customer.

3.12 The travel is deemed as being cancelled by the customer, if delayed or incomplete payments occur. The customer is obliged to cover the arising cancellation costs (cf. following Clause 6). In case of short-term registration a date of maturity is defined with setting of the payment terms. If the customer is not paying within this period the travel is seen as being cancelled by the customer.

3.13 The prices defined by e-hoi are cash prices. Payments to e-hoi, in particular from abroad, need to be arranged without deduction of expenses or fees.

4. Services

4.1 The services that are to be provided by e-hoi are defined in the service description of brochures sent by e-hoi, on the website of e-hoi, in travel advertisements from e-hoi and referring information of the travel confirmation.

4.2 The information contained in the service description is binding for e-hoi, insofar as e-hoi is not declaring a change of service descriptions before the contract has been concluded.

4.3 Services not contained in the service description, e.g. those from other brochures of the service provider as well as special requests and additional collateral agreements, which change the extent of the specified services, are only binding if they are explicitly confirmed by e-hoi in writing and without any reservation.

4.4 Individual services (e.g. rental car, trips and other events) not included in the service description and explicitly arranged by e-hoi in the name of another provider constitute no own services from e-hoi. For such services the contract is directly arranged between the customer and the mediated company (third party company).

4.5 Services from e-hoi start with flight departure, unless defined otherwise in the service description.

4.6 e-hoi reserves the right to exchange one defined airline company by another. The information about a new airline company is forwarded to the customer as soon as possible.

5. Changes of services and prices

5.1 e-hoi reserves the right to change the travel programme or defined services after contract conclusion unilaterally, if force majeure, unpredictable or not applicable circumstances, official measures, strikes etc. force appropriate actions. e-hoi makes an effort to offer equivalent compensatory services. In case of an essential contractual change (i.e. major changes of an important contract part), which takes place before the travel starts, the customer anyhow accrues the consumer rights according to Art.

10 of the Swiss Law on Package Travel (SL 944.3). Thus the customer can accept the changes or withdraw from the contract without any accruing fees and in particular

(a) require the participation at a travel, which is at least equivalent to the initially booked travel, if e-hoi is capable of offering such a travel from its range of services without additional costs for the customers, or (b) require the refunding of the amount paid by the customer. The customer is obliged to inform e-hoi immediately about the withdrawal of the contract directly after e-hoi communicates a price increase or change of the travel service.

5.2 e-hoi is obliged to inform the customer immediately about essential contractual changes.

5.3 e-hoi reserves the right to adjust the agreed travel price in case of a subsequent increase of transportation costs, including fuel costs, increased fees for particular services (such as airport charges, landing fees, embarkation or disembarkation fees at ports, security fees), state ordered price increases (incl. introduction of duties and taxes) or a change of the exchange rates applying for the package tours. In case the transportation costs applying at the time of the contract conclusion change, in particular concerning fuel prices, e-hoi is authorised to adjust the travel price according to the following calculations: For adjustments of transportation costs by service providers concerning booked seats, e-hoi may charge or credit the differential amount between initial and changed transportation costs. In cases in which the service provider is not charging the transportation costs per seat but per transportation mean, the changed transportation costs are divided by the amount of seats in the respective transportation mean. The resulting differential amount between the initial and changed transportation costs for the individual seat may be charged or credited by e-hoi. If the fees applying at the time of the contract conclusion such as port or airport charges change, the travel price may be adjusted by the pro-rata account accordingly.

5.4 The customer has to be informed about the price increase at latest 3 weeks before departure. An essential contractual change occurs, if the increase exceeds 10% (decisive are the total travel costs per person) (cf. Clause 5.1).

6. Cancellation by the customer, rebookings, substitute persons

6.1 The customer may cancel the travel at any time before the travel starts. The announcement of the cancellation may take place in writing or orally in the offices of e-hoi, whereby the already received travel documents have to be returned at the same time. The cancellation notice is effective with the day it is received by e-hoi during regular business hours. For Saturdays, Sundays and holidays the next working day is authoritative.

6.2 If the customer is withdrawing from the travel contract or is not commencing the trip, e-hoi is authorised to charge a compensation for the travel preparation and expenses. When calculating the compensation saved expenses and other use of the travel services have to be considered.

6.3 e-hoi may calculate this compensation depending on the time between the cancellation date and the contractually defined travel start as a percentual amount of the travel price per person as follows:

Tour operator e-hoi Ferienpost – a brand of e-hoi AG	
Up to 92 days before departure	40%
91 to 32 days before departure	50%
From the 31st day before departure	100%

Tour operator e-hoi Paket – a brand of e-hoi AG	
Up to 92 days before departure	40%
91 to 32 days before departure	50%
From the 31st day before departure	100%

Tour operator e-hoi individuell – a brand of e-hoi AG	
Up to 92 days before departure	40%
91 to 32 days before departure	50%
From the 31st day before departure	100%

Tour operator e-hoi cruises – a brand of e-hoi AG	
Up to 92 days before departure	40%
91 to 32 days before departure	50%
From the 31st day before departure	100%

Tour operator e-hoi AG	
Up to 92 days before departure	40%
91 to 32 days before departure	50%
From the 31st day before departure	100%

Tour operator AmaWaterways (e-hoi AG)	
Up to 91 days before departure	20%
90 to 31 days before departure	50%
30 to 15 days before departure	80%
14 to 7 days before departure	90%
From the 7 days before departure	100%

Tour operator Star Clippers (e-hoi AG)	
Up to 61 days before departure	20%
60 to 30 days before departure	25%
29 to 15 days before departure	50%
From the 14th day before departure	90%
On the day of the departure	100%

Tour operator Norwegian Cruise Line (e-hoi AG)	
Up to 29 days before departure	20%
28 to 15 days before departure	50%
14 to 8 days before departure	75%
From the 8th day before departure	95%
Cruisetours-Packages from 29 days before departure	95%

The customer's right to prove a minor damage remains. We recommend to take out a cancellation cost / withdrawal cost insurance. The amount, which is borne by such insurances, is depending on the respective insurance policy.

6.4 e-hoi is in individual cases authorised to charge concrete, higher lump sums deviating from the above stated percentages. e-hoi is in these cases obliged to state and prove the concrete expenses in detail.

6.5 In case changes of the travel date are made by request of the customer after the contract conclusion within the scope of travel description, travel destination, place of the travel start, accommodation, transportation means, booked additional services or name changes (rebookings), e-hoi may charge a rebooking fee of CHF 150.- per person plus any additional expenses actually incurred until 60 days before the travel starts. After the expiry of this period rebooking requests from customers can only be processed, if possible at all, by cancelling the travel contract (cf. Clause 6.1-6.4) and simultaneously registering for a travel contract again. The same applies for changes or rebookings outside the temporal scope of the travel offers.

6.6 If the customer is unable to attend a travel a substitute traveller can be appointed in writing. This person is obliged to agree entering the contract under the existing conditions. The entering of a substitute traveller is excluded, if this person is not complying with the special travel requirements, the participation would be in conflict with legal directives or official instructions, the performance of a rebooking is impossible or if there is insufficient time for e-hoi after appointment of the substitute traveller to arrange the necessary clarifications and organisational measures for rebooking before the travel starts. If a substitute traveller is entering a contract, this person is

liable together with the customer for the travel price and additional costs resulting from the entering of the substitute traveller. e-hoi is allowed to charge the resulting additional costs due to the entering of the substitute traveller according to the actual costs or as a lump sum with CHF 150.- per person. e-hoi informs the customer within an adequate timespan in writing, if the defined substitute traveller is allowed to participate. The substitute definition is not a valid cancellation of the travel, in case it is performed too late or if the entering of the appointed person is impossible. If there is enough time left the customer is authorised to define another substitute traveller. 6.7 100% of the cancellation and rebooking costs have to be paid immediately.

7. Withdrawal and cancellation by e-hoi

In the following cases e-hoi can withdraw from the travel contract before the travel starts or is allowed to cancel the travel contract after the travel has started:

7.1 Without observing any time limit

If the customer is continually disturbing the travel execution despite warning by e-hoi or if the person is acting in a way contrary to the contractual conditions, which justifies the immediate termination of the contract (among others false statements at the registration). If e-hoi is terminating the contract it still remains the entitlement to withhold the travel price, but needs to credit the saved expenses as well as the benefits resulting from using the unused services in another way, including the credited amounts from the service providers.

7.2 Until 30 days before the travel starts

In case of failure of an advertised or officially required minimum number of participants, if a minimum number of participants is stated in the travel description for the respective travel. In any case e-hoi is obliged to inform the customer and send the notice of withdrawal immediately after the reason for non-execution occurred, at latest anyhow 30 days before the travel starts. The customer will be reimbursed the travel price immediately. Further claims by the customer are excluded (cf. Clause 11 in connection with Clause 10 of the Swiss Law on Package Travels). e-hoi needs to inform the customer in case it is already foreseeable at an earlier point of time that the minimum number of participants won't be reached.

7.3 In case of unpredictable or inapplicable events, force majeure (e.g. natural disasters, unrests), official measures or strikes that make the travel difficult, dangerous or impossible to conduct, e-hoi can cancel it. The customer receives the paid travel price immediately. Additional claims of the customer are excluded (cf. Clause 11 in connection with Art. 10 of the Swiss Law on Package Travels). When deciding if a travel can be performed or not, e-hoi is considering the recommendations of the Federal Department of Foreign Affairs (DFA) as well as from the Federal Office of Public Health (FOPH).

8. Services unused by the customer

8.1 If the customer is prematurely curtailing the travel or not using certain services, the travel price or costs for the unused services can't be refunded. The unused services are reimbursed deducted by an appropriate processing fee, if they are not charged to e-hoi, they are no insignificant services and the reimbursement is not prevented by legal or official regulations.

8.2 In urgent cases (e.g. personal illness or accident, severe diseases or death of a related person) e-hoi assists as good as possible for the organisation of the preliminary return travel.

8.3 Any costs, such as e.g. the return travel, are charged to the customer.

9. Programme changes/complaints/warranty

9.1 If the travel is not undertaken in conformity with the contract, the customer can demand relief. The customer is obliged to inform the contact point defined in the travel documents immediately after deficiencies occurred and to claim remedy.

9.2 If no remedy is provided within a reasonable period or if it is insufficient, the customer has to request a written confirmation of the claimed deficiency and the remedy not taken from the travel management, the service provider or directly from e-hoi.

9.3. If a significant part of the defined services is not performed after departure or if e-hoi is observing that a significant part of the planned services can't be performed, e-hoi is obliged to take the necessary measures to assure the successful execution of the travel and needs to compensate the customer for any arising damages (reduction). The extent of the reduction complies with the difference between the price of the planned and the actually conducted services. If the arrangements can't be made or the customer is rejecting due to important reasons, e-hoi is obliged to care for an equivalent transportation mean with which the customer can return to the place of departure or to another agreed place.

9.4 The customer can claim remedy regardless of reduction or termination because of non-performance/inadequate performance, unless the deficiency arose due to circumstances e-hoi is not responsible for.

9.5 The customer rights in case of a deficiency (right of remedy, reduction of the travel price, termination of the contract, compensation etc.) expire, if the customer isn't reporting the deficiency as defined in Clause 9.1.

9.6 The customer is obliged to submit his requests in writing within one month after the contractually defined travel end exclusively to e-hoi – otherwise the claims are revoked.

10. Limitation of liability

10.1 The liability of e-hoi for all damages in case of death or body injury of customers as well as loss or damaging of luggage is always limited to the provisions of the applicable international agreements, both for the contractual and non-contractual liability; in particular the Athens Convention from 13th December 1974 with modification by the London Protocol from 19th November 1976. In case the stated provisions are changed and/or new international agreements come into force, which provide for limitation of liability, they apply as contractual part and the changed or new provisions are applied, which have been in force at the time of damage.

10.2 The liability of e-hoi for damages resulting from non-compliance or inadequate fulfilling of the contract are limited to twice the travel price (total travel price for one person), in case the customer's damage has neither been effected intentionally nor with gross negligence by e-hoi; further-going limitations of liability or exclusions of liability in international agreements remain reserved.

10.3 The liability of e-hoi for death and/or personal damage is limited and is not exceeding under any circumstances the defined liability limits according to the Athens Convention.

10.4 e-hoi is not liable if the non-performance or insufficient performance is traceable to

- a) negligence of the customer before or during the travel;
- b) unpredictable or inapplicable conditions of third parties not involved in the delivery of the contractually defined service;
- c) force majeure or an event, which can't be foreseen or prevented by e-hoi or the respective service providers despite all diligence.

10.5 e-hoi is not liable for local events and trips the customer books with a third party during the travel, but outside the defined scope of the travel programme. This also applies if an on-site e-hoi representative mediates the service or if a travel manager is participating.

10.6 e-hoi is not liable for uselessly spent vacation time, lacking holiday joy, experienced frustration etc.

10.7 The customer is responsible for the safe storage of valuables (incl. cash, jewellery, credit cards, photographic and video equipment, mobile phones). e-hoi is not liable for missing, damaged or misused valuables.

10.8 e-hoi is not assuring the adherence to train, flight, car and ship schedules and is not liable for respective delays (due to

massive traffic volumes, traffic jams, accidents, overloads of airports, diversion, delayed customs clearance etc.). For travel planning including arrival and departure the customer is obliged to consider possible delays.

10.9 Damages of luggage or delayed delivery thereof have to be reported on-site at the responsible airline company via a property irregularity report (P.I.R.).

10.10 In case e-hoi is acting as a contractual airfreight forwarder, the liability applies according to the terms of the Air Transport Act in combination with the international agreements valid for Switzerland (Montreal Convention, perh. Warsaw Agreement). This agreement limits the liability of the airfreight forwarder for death or body injury as well as for losses and damages of luggage and for delays.

11. Limitation, non-assignment clause

11.1 Claims from the customer and co-travellers towards e-hoi, for whatever legal reason – with the exception of claims based on tortious acts – come under the statute of limitations one year after the contractually envisaged time of return travel. This particularly applies for claims arising from violations of pre- and post-contractual obligations and additional conditions of the contract. Shorter legal periods of limitation as well as legal binding longer periods of limitation remain unaffected. The periods of acquiescence remain unaffected from the periods of limitation.

11.2 Any assignment of claims against e-hoi to third parties – also partners and relatives – for whatever legal reason remains excluded. The judicial assertion of assigned claims is also excluded.

12. Passport, visa, customs, exchange and health regulations

12.1 e-hoi informs the citizens of EC and EFTA about passport and visa requirements in the travel description (including deadlines for submission of these documents), if relevant for a travel, as well as about health formalities required for the travel and stay abroad. The responsible consulate can give information to citizens of other states.

12.2 The customer is responsible for acquiring the travel documents and, if necessary, visa and entry permits. The respective costs are not included in the travel price. The passport/children's passport or identity card needs to have a validity date suitable for the travel.

12.3 e-hoi is not liable for the timely granting or provision of required visa by the respective diplomatic representation if the traveller has instructed e-hoi to obtain the same, unless the delay is attributable to e-hoi.

12.4 The customer is personally responsible for complying with all requirements important for the travel (in particular entry, health and exchange regulations and luggage provisions). All disadvantages, in particular return travel costs resulting from not adhering to the respective provisions, have to be borne by the customer, unless they result from culpable incorrect information or a lack of information from e-hoi.

12.5 The customer is required to comply with the Covid-19 pandemic containment and response measures prescribed by the service providers to ensure the safety of all customers and employees in accordance with the guidelines provided by the authorities. All consequences resulting from non-compliance, as well as costs required for compliance (e.g. PCR testing), are the responsibility of the customer.

13. Travel insurances

Unless otherwise stated in the travel description all kinds of travel insurances are not included in the travel price. Thus we recommend caring for the supplementary insurance protection: in particular concerning luggage insurance, cancellation costs insurance, travel liability insurance, travel health and accident insurance. If e-hoi is advertising travel insurances they are in fact only offerings of an agency service. The insurance contract

is only concluded between the customer and the respective travel insurance company. The premiums for insurances are not part of the travel price and are payable immediately with the conclusion of the insurance contract. Insurance contracts can't be cancelled.

14. Data protection

14.1 Personal data is obtained from all customers during booking and possibly also afterwards for reasons of order processing. Personal data is saved by e-hoi and is also forwarded to external service providers (e.g. airline companies, hotels etc.), if necessary for processing the order and contract.

14.2 e-hoi is subject to the Swiss Federal Data Protection Act. e-hoi is obliged to retain the information safely and stores it in Switzerland. The service providers, which receive the data from e-hoi, are maybe located abroad, where other data protection regulations may apply. Depending on the booked services it may be necessary to gather particularly sensitive personal data from customers. Also this data has to be forwarded to service providers, as this may be necessary for the correct fulfilment of the contract and might also be disclosed to public bodies due to legal requirements or official instructions. By disclosing personal information to e-hoi, the customer is authorising e-hoi explicitly to use this information according to these provisions.

14.3 The customer expressly declares to agree that his complete booking and customer data is forwarded to the cooperation partners of e-hoi, by which the customer came to e-hoi or the respective booked travel.

15. Other provisions

15.1 The assignment of the cabins is up to the travel organiser or any other authorised person (e.g. ship management). Three-bed rooms are usually two-bed rooms with an additional or upper bed.

15.2 The travel organiser is not liable for any failures or disruptions in the electricity and water supply. The same applies for the permanent availability of facilities such as elevators, swimming pools and air conditioning systems.

15.3 Pregnant guests are only transported on presentation of a medical certificate (health safety certificate) and until the 5th month of pregnancy. Guests with chronic diseases, allergies or disabilities are requested to inform themselves before booking,

Contract partner as travel organiser:

e-hoi AG
Bahnhofstr. 2
CH-9100 Herisau

General Manager: Marcel Meek
CR number: CH-300.3.016.433-2 (AR)
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if a transportation is possible, in particular concerning possible necessary medical care. Customers with disabilities are obliged to travel with a companion assisting the customer in daily life.

15.4 Medication and other personally required items must be carried with you at all times during the trip.

15.5 Route changes of the ship management due to bad weather conditions or similar remain reserved at any time. Thus land excursions may be shortened or even cancelled.

15.6 Collateral agreements that change the scope of the contractual services need to be confirmed by e-hoi.

15.7 Minors must travel accompanied by their parents or a legal guardian. If only one parent or no parent of the minor is travelling, a signed authorization letter permitting the minor to travel must be presented. Detailed requirements and forms are to be obtained from the booked cruise line.

16. Invalidity of individual provisions

The provisions of this contract need to be interpreted in a way that they are legally valid and binding. If one of the provisions shall be or become ineffective the remaining provisions shall remain unaffected and the invalid provision shall be replaced by a valid or enforceable provision, which reflects as closely as possible the economic intend of the invalid or unenforceable provision.

17. Governing law/place of jurisdiction

17.1 For all legal relationships between the customer and e-hoi Swiss law shall apply.

17.2 Prior to any judicial proceedings the customer should contact the independent ombudsman for the travel industry in Switzerland. The ombudsman strives to achieve a fair and well-balanced settlement for any kind of problem that may occur between the customer and e-hoi. The address of the ombudsman is:

Ombudsman of the Swiss Travel Industry
Post office box, 8038 Zurich
Phone 044 485 45 35
info@ombudsman-touristik.ch
www.ombudsmantouristik.ch

17.3 As exclusive place of jurisdiction Herisau, Switzerland is agreed.