

GENERAL TRAVEL CONDITIONS (GTC) OF Glacierdimension Lda. AS AT 25 November 2025

The following General Travel Conditions (GTC), insofar as they have been validly agreed, form part of the package travel contract concluded between the customer (= traveller) and the tour operator Glacierdimension Lda. (hereinafter “G.D.”). The GTC supplement and elaborate the statutory provisions of §§ 651a et seq. of the German Civil Code (BGB) and Articles 250 and 252 of the Introductory Act to the German Civil Code (EGBGB). When booking a package holiday, the contracting party of the tour operator is the traveller — it is immaterial whether the traveller uses the package holiday themselves or concludes the contract on behalf of another participant.

These GTC do not apply where the traveller does not book a package holiday within the meaning of §§ 651a et seq. BGB but merely individual travel services (e.g. accommodation only, car hire) from G.D., or where G.D. acts expressly as intermediary for a package holiday provided by another tour operator or for individual travel services (e.g. flight only) or bundled travel services in accordance with § 651w BGB and has clearly and unambiguously informed the traveller of this prior to booking. In those cases the general travel or business terms and conditions of the mediated package holiday operator or service provider shall apply, insofar as they were validly incorporated into the mediation contract.

1. Conclusion of the package travel contract

1.1 The basis of this offer is G.D.’s travel description in the catalogue or brochure, on its website, in an individual offer or other G.D. medium, together with any supplementary information from G.D. relevant to the particular trip, insofar as these are made available to the traveller at the time of booking. By registering for the trip (booking), the traveller makes a binding offer to G.D. to conclude a package travel contract for the persons specified. The traveller shall be liable for all contractual obligations of travelling companions for whom they make the booking, in the same way as for their own obligations, insofar as they have assumed this responsibility by express and separate declaration.

1.2 The contract is concluded upon receipt of G.D.’s travel confirmation (declaration of acceptance). At or immediately after conclusion of the contract G.D. shall send the traveller a travel confirmation on a durable medium. If the contract is concluded with the parties physically present together, the traveller is entitled to a travel confirmation in paper form; the same applies where the contract is concluded away from the trader’s business premises.

1.3 If the travel confirmation differs in content from the travel registration, that travel confirmation shall be deemed a new offer to which G.D. is bound for a period of ten days. The contract shall be concluded on the basis of this new offer, provided that G.D. has drawn attention to the change and has fulfilled its pre-contractual information obligations in that regard and the traveller declares acceptance expressly or by conduct (e.g. by paying a deposit of the holiday price) to G.D. within the binding period.

1.4 G.D. points out that bookings of package holidays at a distance (e.g. by telephone, by e-mail) cannot be revoked pursuant to §§ 312 para. 7, 312g para. 2 sentence 1 no. 9 BGB. A right of withdrawal does exist, however, if the contract for the package holiday between G.D. and the traveller, who is a consumer, was concluded away from business premises, unless the oral negotiations on which the conclusion of the contract is based were conducted at the prior request of the consumer.

2. Payment

2.1 After conclusion of the contract a deposit of 30% of the holiday price is due, provided that the security voucher pursuant to § 651r para. 4 sentence 1 BGB, Art. 252 EGBGB has been transmitted to the traveller in text form. The balance is due for payment four weeks before the start of the journey, provided the trip can no longer be cancelled for the reasons set out in clause 7.1 and the security voucher has been transmitted in text form. If the trip can still be cancelled for the reasons set out in clause 7.1, the balance for that trip shall only become due when G.D. can no longer cancel the trip.

2.2 For last-minute bookings, i.e. bookings made so close to the date of departure that the full holiday price is already due or G.D. can no longer cancel the trip due to insufficient numbers, the full holiday price is immediately due for payment after the security voucher has been transmitted in text form.

2.3 Premiums for insurance and other outlays such as cancellation and rebooking fees are due in full upon invoicing.

2.4 If the traveller fails to pay the deposit or balance by the due date despite having received the security voucher, G.D. is entitled, after reminder and setting a deadline, to withdraw from the contract and charge the traveller the cancellation fees set out in clause 4.1 et seq. This does not apply if the traveller has a statutory or contractual right of retention, or if G.D. is not ready and able to properly perform the contractual services or has not fulfilled its statutory information obligations.

3. Services and changes to services

3.1 G.D.'s obligation to perform is derived exclusively from the content of the booking confirmation in conjunction with the catalogue or brochure, G.D.'s website, an individual offer or other G.D. medium valid at the time of travel, subject to all information, notes and explanations contained therein, as well as the pre-contractual information relevant to the booked package holiday pursuant to Art. 250 § 3 EGBGB.

3.2 In the course of coach tours organised by G.D. luggage is carried in a normal amount, i.e. a maximum of one bag / one suitcase (no hard-shell case) weighing no more than 20 kg (dimensions: 80 x 50 x 30 cm) and one piece of hand luggage per person (max. 6 kg). Luggage and all other items taken along must be supervised by the traveller when changing coaches and during loading and unloading. G.D. recommends taking out travel luggage insurance.

3.2 Employees of service providers (e.g. airlines, hotels) and of travel agents are not authorised by G.D. to give assurances or information or to make agreements which go beyond the travel description, the booking confirmation or the pre-contractual information pursuant to Art. 250 § 3 EGBGB provided by G.D., conflict with them or change the confirmed content of the package travel contract.

3.3 Changes or deviations of individual travel services from the agreed content of the package travel contract, which become necessary after conclusion of the contract and which were not caused by G.D. in bad faith, are only permitted insofar as the changes or deviations are not significant and do not impair the overall character of the booked package holiday. Furthermore, such changes must be declared before the start of the trip. G.D. shall inform the

traveller of the change clearly, understandably and in a prominent manner on a durable medium.

3.4 In the event of a significant change to an essential characteristic of a travel service within the meaning of Art. 250 § 3 no. 1 EGBGB or a deviation from a special requirement of the traveller which formed part of the package travel contract, the traveller is entitled, within a reasonable period set by G.D. to:

- a) accept the notified change of the travel service or deviation from the special requirement,
- b) withdraw from the contract without paying cancellation charges, or
- c) declare participation in a replacement package holiday possibly offered by G.D.

If the traveller does not respond to G.D. or does not do so within the set reasonable period, the change or deviation shall be deemed accepted. The traveller shall be informed immediately after G.D. becomes aware of the reason for the change, together with the notification of his rights and a deadline for declaration, on a durable medium clearly, understandably and in a prominent manner.

3.5 Any warranty claims remain unaffected insofar as the changed services are defective. If the replacement or changed package holiday is not of at least equivalent quality compared with the originally owed package holiday, the holiday price shall be reduced in accordance with § 651m para. 1 BGB; where G.D. incurs lower costs for equivalent quality, the traveller shall be refunded the difference in accordance with § 651m para. 2 BGB.

4. Traveller's withdrawal before commencement of the trip, transfer of contract (replacement person)

4.1 The traveller may withdraw from the package travel contract at any time before the start of the trip. The withdrawal must be declared to G.D. using the contact details specified at the end of these GTC. If the trip was booked through a travel agent, the withdrawal may also be declared to the agent. The traveller is advised to make the withdrawal on a durable medium.

4.2 If the traveller withdraws before the start of the trip or fails to commence the trip, G.D. loses the claim to the holiday price. Instead, G.D. may demand reasonable compensation from the traveller. This does not apply if the withdrawal is the responsibility of G.D. or if unavoidable, extraordinary circumstances occur at or in the immediate vicinity of the destination which significantly affect the performance of the package holiday or the transport of persons to the destination; circumstances are unavoidable and extraordinary if they are beyond the control of the contracting party invoking them and their consequences could not have been avoided even if all reasonable precautions had been taken.

4.3 G.D. has specified the compensation claim to which it is entitled in the following cancellation flat rates. The calculation takes into account the time between receipt of the traveller's declaration of withdrawal and the contractually agreed start of the trip, the expected savings in expenses and the expected proceeds from alternative use of the travel services. The compensation is calculated according to the time at which the declaration of withdrawal is received by G.D. or the travel agent as follows:

a) general cancellation flat rate:

up to and including the 30th day before departure: 30% of the holiday price per person

29th to 22nd day before departure: 40% of the holiday price per person

21st to 15th day before departure: 50% of the holiday price per person

14th to 7th day before departure: 65% of the holiday price per person

from the 6th day before departure: 85% of the holiday price per person

If the traveller fails to commence the trip without prior declaration of withdrawal: 100% of the holiday price per person.

b) special cancellation flat rate:

Group trips calculated with free places and/or those which include a fixed price for a coach or accommodation as part of the services are subject to special differing cancellation flat rates which will be expressly indicated in the respective travel description/offer and in the travel confirmation pursuant to Art. 250 §§ 3, 6 EGBGB.

4.4 In any event the traveller may prove to G.D. that G.D. can only claim significantly lower reasonable compensation than the applicable flat rate.

4.5 G.D. reserves the right, instead of the above cancellation flat rates, to claim a higher, specifically calculated compensation insofar as G.D. can demonstrate that substantially higher expenses have been incurred than the applicable cancellation flat rate. In that case G.D. is obliged to specify the amount claimed taking account of saved expenses and less what it acquires by alternative use of the travel services, and to justify it at the traveller's request.

4.6 G.D. expressly recommends taking out trip cancellation insurance.

4.7 If G.D. is obliged to refund the holiday price as a result of a withdrawal, the refund shall be made without undue delay, in any event within 14 days of the withdrawal.

4.8 The traveller's statutory right to declare, on a durable medium pursuant to § 651e BGB, a transfer of the contract to another traveller (naming a replacement participant) remains unaffected by the foregoing provisions, provided that notice of such transfer is received by G.D. no later than seven days prior to the start of the trip.

5. Rebookings by the traveller (before start of the trip)

5.1 The traveller has no legal entitlement to a change of travel date, destination, point of departure, accommodation or type of transport (rebooking). This does not apply where a rebooking is necessary due to incomplete or incorrect pre-contractual information pursuant to Art. 250 § 3 EGBGB; such a rebooking will be carried out free of charge for the traveller.

5.2 If G.D., at the traveller's request, carries out a rebooking pursuant to clause 5.1 sentence 1, a rebooking fee of €25 per transaction shall be payable up to and including the 30th day before departure, in addition to any new holiday price for the rebooked service; the traveller will be informed of any new holiday price resulting from the rebooking prior to the rebooking.

5.3 Rebooking requests by the traveller from the 29th day before departure can, if their implementation is at all possible, only be carried out after withdrawal from the travel contract in accordance with clause 4.3 under the conditions applicable there and simultaneous re-registration. This does not apply to rebooking requests which cause only minor costs.

6. Unused services

If the traveller does not use individual travel services which G.D. has properly provided for reasons for which the traveller is responsible, they are not entitled to a pro rata refund of the holiday price. G.D. will endeavour to obtain a refund of the saved expenses from the service providers. This obligation shall lapse if the services concerned are completely insignificant or

if statutory or official provisions prevent a refund. G.D. recommends taking out travel interruption insurance.

7. Withdrawal due to failure to reach minimum participant numbers and termination by G.D.

7.1 G.D. may withdraw from the package travel contract for lack of a minimum number of participants only if G.D.

- a) specifies the minimum number of participants in the pre-contractual information regarding the booked package holiday and states the latest date on which the declaration must have been received by the traveller prior to the contractually agreed start of the trip, and
- b) states the minimum number of participants and the latest withdrawal deadline in the travel confirmation.

The withdrawal must be declared to the traveller no later than on the day specified in the pre-contractual information and in the travel confirmation. If it becomes apparent at an earlier date that the minimum number of participants cannot be reached, G.D. shall immediately exercise its right of withdrawal. If the trip is not carried out for this reason, G.D. shall refund payments made by the traveller without undue delay, in any event within 14 days of the declared withdrawal.

7.2 G.D. may terminate the package travel contract without notice if the traveller, despite a warning from G.D., persistently disrupts the performance of the trip or behaves in such a culpable manner that immediate termination of the contract is justified; this does not apply if the breach of contract resulted from a failure to fulfil pre-contractual information obligations. If G.D. terminates, it retains the claim to the holiday price, but must credit the value of saved expenses and any benefits which G.D. obtains from alternative use of the not used services, including amounts credited to it by its service providers.

8. Traveller's obligations to cooperate

8.1 Travel documents

The traveller must inform G.D. or the travel agent through whom they booked the package holiday if they do not receive the required travel documents (e.g. coach ticket, hotel voucher) within the period specified by G.D., despite full payment of the holiday price.

8.2 Notification of defects

G.D. is obliged to provide the package holiday free from travel defects. If this is not the case, the traveller is obliged to notify G.D. of the travel defect without undue delay. To this end the traveller must notify the representative of G.D. on site immediately of the defect. If a representative of G.D. is not present on site and is not contractually owed, the traveller must inform G.D. directly of the defects that have occurred. The contact details of any on-site representative of G.D. and their availability, as well as G.D.'s contact details for notification of travel defects, are included in the travel confirmation. The traveller may also forward their notification of defects to the travel agent through whom they booked the package holiday. The on-site representative of G.D. is authorised to endeavour to remedy the defect insofar as this is possible. However, they are not authorised to acknowledge claims. If G.D. is unable to remedy the defect as a result of the traveller's culpable failure to give notice of the defect, the traveller cannot assert reduction claims under § 651m BGB nor claims for damages under § 651n BGB.

8.3 Notice period before termination

If a traveller wishes to terminate the package travel contract because of a significant travel defect of the kind referred to in § 651i BGB pursuant to § 6511 BGB, the traveller must first set G.D. a reasonable deadline for remedy. This does not apply if G.D. refuses to remedy the defect or immediate remedy is necessary.

8.4 Delay or damage to luggage:

- a) Damage to or delayed delivery of travel luggage must be notified immediately to the coach driver and a confirmation obtained.
- b) In addition, damage, loss or delay of luggage must be reported to G.D. without delay in accordance with the provisions of clause 8.2. A notification to the coach driver does not relieve the traveller of the obligation to notify G.D. of the defect under clause 8.2.

9. Limitation of liability

9.1 G.D.'s contractual liability for damage not resulting from injury to life, body or health is limited to three times the holiday price, insofar as such damage was not caused intentionally or negligently. If international conventions or statutory provisions based thereon apply to a travel service, under which a claim for damages against the service provider arises only under certain conditions or is subject to limitations or is excluded under certain conditions, G.D. may also invoke such provisions against the traveller. If international conventions or statutory provisions based thereon give rise to further claims, these shall remain unaffected by the liability limitation.

9.2 G.D. shall not be liable for performance failures, personal injury or property damage in connection with services which are merely mediated as third-party services, such as excursions or sporting events, if these services are clearly identified in the travel description and booking confirmation as third-party services with the identity and address of the mediated contracting partner so that it is apparent to the traveller that they are not part of G.D.'s package holiday. However, G.D. shall be liable for such services where and to the extent that a traveller's damage is causally attributable to G.D.'s breach of duties to inform, advise or organise.

9.3 G.D. shall not be liable for services taken up by the traveller in the course of the package holiday which are provided or arranged by the hotel or other persons or companies on their own responsibility and not by G.D. or its on-site representative.

10. Assertion of claims, limitation, consumer dispute resolution

10.1 Claims pursuant to §§ 651i para. 3 nos. 2, 4–7 BGB must be asserted by the traveller against G.D. The assertion may also be made via the travel agent through whom the traveller booked the package holiday. It is recommended that claims be asserted on a durable medium.

10.2 The traveller's contractual claims under the travel contract become statute-barred after two years; the limitation period begins on the day on which the package holiday should have ended under the contract.

10.3 The assignment of claims against G.D. to third parties who are not participants in the trip is excluded.

10.4 Pursuant to § 36 VSBG (Act on Consumer Dispute Resolution) G.D. points out that it does not participate in arbitration proceedings before a consumer arbitration body and is not legally obliged to do so. Should a legal obligation to participate in such dispute resolution proceedings arise after publication, or should G.D. decide to participate voluntarily, G.D. will inform travellers on a durable medium. For contracts concluded by electronic means of communication reference is made to the European Online Dispute Resolution platform pursuant to Art. 14 para. 1 ODR Reg. at <https://ec.europa.eu/consumers/odr/>.

11. Passport, visa and health requirements

11.1 G.D. informs travellers of the general passport and visa requirements of the destination country, including approximate deadlines for obtaining any necessary visas, as well as health formalities prior to conclusion of the contract and of any subsequent changes prior to departure.

11.2 The traveller is responsible for obtaining and carrying the official travel documents required, any necessary vaccinations and for complying with customs and foreign exchange regulations. Disadvantages arising from non-compliance with these regulations, e.g. the payment of cancellation costs, shall be borne by the traveller. This does not apply if G.D. has not informed, has given inadequate information or has given incorrect information.

11.3 G.D. is not liable for the timely granting and receipt of necessary visas by the competent diplomatic mission if the traveller has commissioned G.D. to obtain such visas, unless G.D. has culpably breached its own duties.

12. Sport courses and programmes by G.D.

12.1 The trips organised by G.D. place increased demands on fitness and health due to their sporting nature. Participation in the sports courses and programmes offered by G.D. requires mental and physical fitness. It is therefore recommended that prospective participants undergo a sports medical examination before registering for a trip.

12.2 During the sports courses and programmes the instructions of the coaches and supervisors must be followed. The traveller is obliged to comply with local, national and international safety regulations. Non-compliance will result in immediate exclusion without entitlement to a refund of the pro rata costs for the respective course or programme.

12.3 Travellers who book a sports course or programme must possess the experience required and described in the brochure. The responsible coach on site has the right, in the event of insufficient qualification, to reassign the traveller to a course or programme appropriate to their level of competence.

13. Applicable law, place of jurisdiction

13.1 Portuguese law shall apply to the contractual relationship between the traveller and G.D.

13.2 The traveller may sue G.D. only at G.D.'s registered office. For claims by G.D. against the traveller the traveller's place of residence shall be decisive. For claims against travellers who are merchants, legal persons under public or private law, the place of jurisdiction shall be G.D.'s registered office, provided these GTC apply due to the absence of a framework agreement for the handling of business travel for the traveller's company. The same applies to

travellers who have their place of residence or habitual residence in a third country or whose place of residence or habitual residence is unknown at the time the action is brought.

13.3 The foregoing provisions do not apply

- a) where otherwise provided in favour of the traveller by non-derogable provisions of international agreements applicable to the package travel contract between the traveller and G.D., or
- b) where non-derogable provisions applicable to the package travel contract in the EU Member State to which the traveller belongs are more favourable to the traveller than the foregoing provisions or the corresponding Portuguese provisions.

Place of jurisdiction: Mafra, Portugal