

## 1 General Provisions

- 1.1 The following General Terms and Conditions (GTC) shall apply to all procurements of contracts, agreements or arrangements concerning Travel Services pursuant to art. 2.7 of the GTC (**Travel Contracts**) for the **Customer** and the **Traveller** respectively with Suppliers of Travel Services (**Suppliers**) by Hogg Robinson Switzerland Ltd. (**HRG**).
- 1.2 Only these GTC shall be applicable for all procurement and other services of HRG, even if not explicitly referred to in other contracts or agreements between the Customer and HRG. Additionally, the GTC in their relevant version apply to all future contracts with the Customer concerning the procurement of Travel Contracts by HRG.
- 1.3 Differing terms and conditions of the Customer do not apply, unless explicitly accepted by HRG.

## 2 Bookings / Conclusion and Subject Matter of Travel Contracts

- 2.1 By placing a booking order, the Customer mandates HRG as an agent to procure the conclusion of a respective Travel Contract between the Customer and the Supplier of Travel Services. The booking order can be placed in writing, orally, by telephone or by electronic means (internet/intranet/email). In case of booking by electronic means, the order is considered placed once the booking process is completed. The booking order of the Customer is in any event binding.
- 2.2 HRG reserves the right to refuse or not to process a booking order. HRG shall immediately inform the Customer of the rejection of a booking order. If HRG transmits the Customer's booking order to the Supplier, **the Travel Contract is concluded directly between the latter and the Customer as soon as HRG (or the Customer directly) receives the booking confirmation.** The booking confirmation can be given in writing, orally, by telephone or by electronic means (internet/intranet/email).
- 2.3 If the content of the booking confirmation differs from the content of the Customer's booking order, HRG will immediately notify the Customer or the Travellers accordingly. The differing booking confirmation will then be considered a new offer for the conclusion of a Travel Contract between the Customer and the Supplier. **If the Customer does not explicitly object to the new offer within two working days at maximum, the Travel Contract covering the Travel Services listed in the booking confirmation is considered concluded.**
- 2.4 The Customer must immediately examine and verify the booking data and travel documents upon receipt. Substantial errors have to be communicated to HRG immediately, at the latest within two working days upon receipt.
- 2.5 In the event that the Customer places a booking order with HRG less than three working days prior to departure and provided that neither electronic ticket nor ticket deposit at the airport has been agreed upon, HRG may send the tickets/documents by courier. The Customer will bear the additional costs. If the Customer insists on public mail, he/she

will bear the risk of delayed delivery of the documents.

- 2.6 The Customer bears the risk of non-delivery of travel documents sent by public mail. HRG is not obliged to replace lost travel documents free of charge, unless HRG is responsible for the loss.
- 2.7 The Travel Contract covers all the Travel Services listed in the booking confirmation, such as flight travel, hotel accommodation, car rental, ship/ferry services and rail travel (the **Travel Services**). Individuals identified by the Customer, the Travellers, will make use of the Travel Services procured by HRG. **The Customer undertakes to make the Travellers aware of the GTC before a booking order is placed for or by such Travellers.**

## 3 Relationship with Suppliers

- 3.1 **Within the scope of a booking order, HRG shall act exclusively as travel agent for the Customer.** HRG shall book the Travel Services listed in the booking confirmation with the Suppliers of such Travel Services in the name and on the account of the Customer/the Traveller in accordance with the Travel Contract. The Customer or the Travellers shall have the right and the obligation to claim Travel Services exclusively from the Suppliers.
- 3.2 The Customer herewith acknowledges that the contract concerning the provision of the Travel Services listed in the booking confirmation is concluded directly between the Customer/Traveller and the Supplier and that the Supplier shall be exclusively responsible for the provision of the Travel Services and any ancillary obligations.
- 3.3 The Customer shall be exclusively responsible for the selection of the Suppliers. The Customer shall be obliged to give his/her instructions regarding a specific Supplier at the latest at the time of placing the booking order. If a booking order does not contain any instructions with regard to a specific Supplier, the Customer or the Travellers are deemed to accept any Supplier capable of providing the Travel Services. **Any liability of HRG with regard to the choice of Supplier shall in any event be excluded.**
- 3.4 In exceptional cases and in the interest of the Customer or the Travellers, HRG shall be entitled but not obliged to book Travel Services with Suppliers in its own name and for the account of the Customer. In such cases, HRG shall act as an indirect representative of the Customer. HRG shall be obliged to take all necessary steps in order to enable the Customer or the Travellers to obtain the Travel Services directly from the Supplier. The Customer undertakes to assume all obligations arising in connection with Travel Services booked by HRG in its own name with Suppliers and to indemnify HRG for any obligations arising out of such transactions.
- 3.5 The Customer acknowledges that the relationships with a Supplier and, in particular, the Travel Services to be provided by the Supplier are subject to the Supplier's own general terms and conditions. **These general**

**terms and conditions of the Suppliers form an integral part of the respective Travel Contract procured by HRG between the Customer/Traveller and the Supplier.** The Customer/Travellers may access and view these general terms and conditions directly at the Suppliers' offices (websites) or request HRG for information.

## 4 Obligations of HRG

- 4.1 HRG shall be obliged to procure the Travel Services listed in the booking confirmation with due care and to provide the Customer or the Travellers with all the necessary advice and information. Unless requested by the Customer or the Travellers, HRG shall have no other duty to provide the Customer or the Travellers with any other advice or information. This applies, in particular, (i) to the entry and transit regulations to be observed by the Traveller when obtaining the Travel Services, (ii) to the provisions applying to the tariff chosen by the Customer or the Travellers, and (iii) to any existing alternatives in order to maximise cost savings.
- 4.2 Any information regarding entry and transit requirements shall be considered duly provided by HRG if, at the time of the booking confirmation, it corresponds to the information published or made otherwise available by the competent authorities.
- 4.3 The Customer or the Travellers shall be exclusively responsible for the procurement of any documents required for entry or transit (including but not limited to valid passport, valid identity card or visa). Upon the Customer's or the Travellers' explicit request, HRG shall arrange for the required visa. HRG shall, however, not be liable vis-à-vis the Customer or the Travellers for any delayed or defective issuance or delivery of visa or for visa rejections and any consequences thereof.
- 4.4 To the extent that HRG uses computer or internet-based booking systems (including but not limited to systems of Galileo, Amadeus, Sabre or other online booking systems) for the purpose of procuring Travel Services and, in particular, bookings, the services provided and the bookings placed by HRG as an intermediary are deemed to have been duly provided if the respective bookings are confirmed by the respective booking systems. If the Travel Services duly procured by HRG as an intermediary based on such booking systems cannot be used by the Customer or the Traveller due to reasons relating to the booking system, HRG shall make every effort to organise alternative services and/or to enforce reclamation. HRG shall have no further obligations.

## 5 Cancellation by Customer

- 5.1 The Customer acknowledges that the Supplier shall be entitled, depending on the tariff category, to the agreed price for the booked Travel Services less saved expenses or to an agreed cancellation fee if the Customer or the Travellers cancel the Travel Services completely or partially before departure or do not use the Travel Services or only partially.
- 5.2 HRG hereby calls attention to the Customer of **the possibility of concluding a travel cancellation insurance (including interruption insurance)** in order to be insured against the consequences resulting from cancellation of or failure to make use of Travel Services.

## 6 Defects of Travel Services

- 6.1 As an agent for Travel Services, HRG shall only be liable for the contractual fulfilment of its own services agreed between the Customer and HRG. HRG shall not be liable for the defective performance of Travel Services or any ancillary obligations by the Supplier.
- 6.2 The Customer acknowledges that the Customer or the Travellers shall be obliged to immediately notify the Supplier or his authorised agent of any non-contractual performance by a Supplier of Travel Services or any ancillary obligations that have been procured by HRG.
- 6.3 Travel Services or any ancillary obligations that have been procured by HRG.

## 7 Liability of HRG

- 7.1 Any liability of HRG and its assigns, employees, officers, directors and agents for services provided by HRG as intermediary according to the Travel Management Agreement as well as for any services or ancillary obligations provided by HRG vis-à-vis the Customer or the Travellers **shall be limited to gross negligence and intent. HRG and its assigns, employees, officers, directors and agents shall in no event whatsoever be liable to the Customer or the Travellers for any indirect, incidental, consequential or punitive damages or loss of profit.**
- 7.2 **HRG shall not be liable for due provision of Travel Services by the Supplier.** Direct liability of the Supplier vis-à-vis the Customer or the Travellers remains excepted from these limitations of liability and is subject to the respective contractual, public law and other statutory provisions applicable.

## 8 Data Protection

- 8.1 The Customer acknowledges that the information, regarding the Travellers entitled to make use of Travel Services, contained in the travel profile and made available by the Customer to HRG, contain personal data (including data particularly worth protecting) as well as personal profiles in the sense of the Swiss and European Data protection legislation (hereinafter the "Personal Data").

- 8.2 The Customer shall, moreover, be obliged to determine the technical and organisational measures to be taken in order to protect the Personal Data contained in the travel profiles. The Customer acknowledges herewith that the measures taken by HRG for the protection of Personal Data comply with legal requirements regarding Personal Data.
- 8.3 **The Customer shall ensure and warrant (A)** that the Personal Data in the travel profiles are collected and processed in compliance with legal requirements, **(B)** that the Travellers agree (i) to their Personal Data being transferred to HRG or to third parties for the purpose of procuring and providing Travel Services, and (ii) to the processing of their Personal Data by HRG or third parties for the purpose of procuring and providing Travel Services, even if the Personal Data is processed by HRG or third parties in countries with inadequate data protection, and **(C)** that the Travellers agree to HRG generating Management Information Reports for the Customer with regard to the Travel Services obtained by the Travellers and making such reports available to the Customer.

## 9 Choice of Law / Jurisdiction

- 9.1 These GTC and any agreements or arrangements of any kind concluded between the Customer and HRG shall be governed by **Swiss law.**
- 9.2 Any disputes between the Customer/Traveller and HRG arising out of or in connection with these GTC or any agreement shall be **submitted to the exclusive jurisdiction of the ordinary courts in Zurich, Switzerland, venue being Zurich 1.** In lieu thereof, HRG also has the right to take legal action in the country/state of residence of the Customer.