

Contract Offer

Valid from 1 January 2023

1 Definition of concepts

1.1 "Contractor" - an individual entrepreneur represented by mountain guide Belousov Vladimir Aleksandrovich, acting on the basis of the law on the conduct of business in the territory of the French Republic.

1.2 "Guest" is the purchaser of a tourism product acting on his/her own behalf.

1.3 "Services" means the range of services provided by the Service Provider under the contract concluded with the Guest.

1.4 The Contract for the Provision of Services and Sale of Tourism Product (hereinafter referred to as the Contract) shall be concluded between the Guest and the Service Provider.

2 Preamble

2.1 The Guest buys the Services and the Provider provides the Services.

2.2 This Agreement is an integral part of the contract concluded between the Guest and the Service Provider.

2.3 By concluding the Contract, the Guest agrees to all clauses of this Offer Agreement.

2.4 The list, level and conditions of the Services shall be agreed upon by the parties in the Contract.

3 The contractor shall

3.1 Provide the Guest with necessary and accurate information about the Services to enable them to make the right choice of tourism product.

3.2 At the request of the Guest, provide additional information necessary for the Guest to decide on the scope and quality of the Services purchased.

3.3 Inform the Guest in good time of any changes that may have occurred to the Services prior to travel.

3.4 Inform the Guest in good time if any circumstances arise that prevent the provision of the individual Services that have been paid for.

3.5 Without undue delay, inform the Guest (information is communicated to the Guest via email or internet messengers) of the time and place of the gathering of all group members.

4 The guest is obliged to

4.1 Make timely payment for the Services in accordance with this Offer Agreement (see clause 5).

4.2 Have an extreme sports insurance policy that covers the costs of rescue and transport in the mountains.

4.3 Observe the safety regulations stipulated for the relevant Services, especially when in mountainous terrain.

4.4 Comply with the Contractor's safety instructions, especially when in mountainous terrain.

4.5 Inform the Service Provider of your fitness level, health status and illnesses before starting the trip.

4.6 to find out for himself about the rules and basic documents necessary to enter, stay and leave the country of temporary stay, including the minimum amount of money necessary to enter the country of temporary stay; about the customs of the local population, the national and religious features of the country of temporary stay, religious ceremonies, shrines, natural, historical, cultural monuments and other tourist attractions, which are under special protection; of the state of the natural environment; of the order of access to tourist resources, taking into account the restrictive measures adopted in the country of temporary stay; of the dangers the Guest may encounter while travelling, including the presence of infectious and parasitic diseases and the need to be prevented in accordance with international medical requirements; of the requirements and regulations to the extent necessary for the trip, including: customs, border, medical, sanitary and epidemiological use of insurance policy, hotel accommodation, air travel; peculiarities of the trip.

4.7 Have a duly issued passport and all necessary entry/exit documents for himself and the minor children or other persons entrusted to his care.

4.8 Comply with the laws and regulations on entry, exit, residence and temporary stay in the countries of transit and temporary stay, and respect their social structure, customs, traditions and religious beliefs.

4.9 Take care of the natural environment, natural, historical and cultural monuments in the countries of transit and temporary stay.

5 Fees and payment arrangements for the Services

5.1 The full cost of the Services shall be determined in euros (€) and shall be specified in the Contract.

5.2 The guest must make an advance payment of 30-50% of the cost of the Services after signing the Contract.

5.3 The full cost of the Services must be paid at least 30 calendar days before the start of the trip (the date fixed in the Contract), for himself and each person he represents.

5.4 If the parties mutually agree, the remainder of the fee for the Services may be paid in cash. The place and manner of payment shall be agreed separately.

6 Liability of the parties

6.1 The Service Provider shall inform the Guest of the possible risks associated with the provision of the Services. The Guest shall sign the "Mountain safety instruction", thus absolving the Service Provider of responsibility for the situations described in this agreement.

6.2 The Service Provider shall not be liable for possible damage caused by the Guest through his/her own fault or through the fault of third parties providing services but not agreed upon in the Contract at the time of the trip.

6.3 The contractor shall not be liable for the actions of state or other official organisations that cause damage to the guest.

6.4 The guest is solely responsible for minor children or other citizens entrusted to his or her care.

6.5 Guest is solely responsible for not complying with clauses 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8 and 4.9 of this Offer Agreement.

6.6 The Service Provider shall not guarantee execution of the Services ordered by the Guest if the conditions specified in clause 5 of the present Agreement are not fulfilled.

7 Cancellation of Services and procedure for withdrawal from the Contract

7.1 The Guest has the right to withdraw from the Service specified in the Contract or to terminate the Contract at any time prior to the start of the journey, subject to payment of the actual costs incurred to the Service Provider in connection with the fulfilment of obligations under the Contract.

7.2 The refund of money transferred to the Contractor after signing the Agreement in accordance with the Services specified in the Agreement shall be made in the following order:

7.2.1 In the event of cancellation 30 days before the start of the trip (date fixed in the Contract), the full price of the Services will be refunded, less the costs actually incurred by the Service Provider (for example for bank transfers or hotel reservations).

7.2.2 Cancellations made less than 30 days before the start of the trip (date fixed in the Contract) will be subject to a refund of 70% of the price of the Services.

7.2.3 Cancellations made less than 10 days before the start of the trip (the date fixed in the Contract) will be subject to a refund of 50% of the price of the Services.

7.3 The Service Provider shall be entitled to cancel the booked Services on its own initiative without any compensation to the Guest (to terminate the Agreement) if the Services have not been paid for within the period of time stipulated in this Agreement of Offer. In this case the Guest shall be refunded the money paid for the Services with deduction of the actual costs incurred by the Service Provider, but subject to Clause 7.2.

7.4 If, prior to or during the trip, circumstances arise that are confirmed by the relevant decisions of the federal authorities and indicate a threat to the safety of the Guest in the country of temporary stay, the parties shall have the right to terminate the Agreement. A refund under these circumstances shall be made in accordance with clause 7.2.1. of this Offer Agreement.

7.5 Each of the parties has the right to demand amendment or termination of the Contract due to a material change in the circumstances on which the parties have based the conclusion of the Contract prior to the commencement of the trip (date fixed in the Contract). Significant changes in circumstances include:

- Illness or injury that prevents the Guest from using the Services he/she has paid for, accompanied by a doctor's report on an official letterhead of a medical institution with all the necessary stamps and signatures;
- Changing the dates of the trip;
- Unforeseen price rises;
- The inability of the Guest to travel due to circumstances beyond his or her control, such as the refusal of a visa or other official restrictions on entry into the country of travel.

7.6 If the Agreement is terminated due to a material change of circumstances, the Service Provider shall refund the Guest in accordance with clause 7.2.1. of this Offer Agreement.

7.7 If a Guest fails to appear or is late for any reason for a meeting with the Service Provider at which the journey begins, the parties shall consider the Guest to be unilaterally withdrawing from the Contract. In this case, the money previously paid will not be refunded.

7.8 If the Guest, after commencement of the trip, has been provided with adequate Services, and the Guest, due to his/her own initiative or faulty behaviour, has not used all or part of the Services provided, the Service Provider shall not provide a refund for the Services that the Guest has not used.

7.9 The costs associated with the premature termination of the programme and the return of the Guest to his/her country of residence or another location, whether initiated by the Guest or as a result of his/her action or negligence, shall be paid by the Guest. The Service Provider shall not reimburse the Guest for Services that have not been used.

8 Changes in the scope and quality of the Services once the journey has started

8.1 If after the beginning of the trip it becomes clear that the Guest cannot use some of the booked Services, or that some of the booked Services are of inadequate quality, the Service Provider shall offer an alternative substitute at no extra cost to the Guest, but without refunding the Guest the difference, if any, between the price of the Services previously booked and the price of the Services actually provided.

8.2 The parties shall consider a complaint of the Guest regarding non-performance or improper performance of the Service as satisfied if, based on his/her complaint, an alternative Service was offered to the Guest instead of the Service that could not be performed or was performed improperly for one reason or another, and the Guest took

advantage of it. In this case, the Service under the concluded Contract shall be deemed to have been duly performed by the parties.

8.3 If the Guest declines alternative Services and insists on the termination of the Contract, the costs of the early termination of the programme and the return of the Guest to the country of residence or another location shall be paid by the Guest. The Service Provider shall not pay a refund for Services that have not been used by the Guest.

8.4 The Service Provider shall not be liable to replace the Services or not provide the Guest with the Services specified in the Agreement if the Service Provider (mountain guide) excludes the Guest from using the sports equipment or withdraws the Guest from the travel route for the following reasons:

- Gross violation by the Guest of safety on the route;
- If the Guest's actions endanger him/herself, the Service Provider and other travellers;
- Entering the route while drunk;
- In the case of a Guest's state of health that does not allow him/her to continue travelling safely;
- If a Guest's physical and technical fitness does not meet the safety requirements of the route;
- In the event of changes in the weather or other natural conditions that endanger the health and life of the Guest;

In such cases, the costs associated with the early termination of the programme and the return of the Guest to his/her country of residence or another location will be at the expense of the Guest. The Service Provider will not pay a refund for Services that the Guest has not used.

8.5 In the event of illness or injury that prevents the continued participation of the Guest in the trip, the Guest shall have the right to terminate the Contract and end the programme prematurely. The costs associated with the early termination of the trip and the return of the Guest to his/her country of residence or another place of residence shall be paid by the Guest at his/her own initiative. The Service Provider shall not refund the money received for Services that are not used by the Guest; however, the Guest is given an opportunity to pay for his/her next trip with the Service Provider at a 30% discount off the price of the paid Services. The discount shall be valid for 12 months from the date of its announcement. After the expiry of this period, the discount is cancelled.

9 Responsibility for the performance of obligations under the Contract

9.1 The Service Provider shall be released from any liability for non-performance or incomplete performance of the Agreement if the non-performance is due to the fault of the Guest or a third party not involved in the provision of the Services provided in the Agreement.

9.2 If during the trip the Guest has caused damage to a third party or organisation, or if a fine or other penalty is levied by the authorities of the country of residence or the country of temporary stay, the Guest shall pay the fine or other penalty from his or her own funds.

9.3 If the Guest is deported from the country of temporary stay, he/she shall, within 10 days of receipt of the relevant request from the Service Provider, fully reimburse the damages incurred by the Service Provider under these circumstances. The Service Provider shall not refund the price of the Services that the Guest has not made use of.

9.4 The parties are released from liability for partial or complete failure to fulfil their obligations under the concluded Contract if the failure is a consequence of unforeseeable and insurmountable circumstances and events beyond the control of the parties. The said events must be extraordinary, unforeseeable and unavoidable, must be established by the official bodies of the country of temporary residence, and must occur after the conclusion of the Contract. The deadline for the fulfilment of the parties' obligations under the concluded Contract shall be postponed in proportion to the time during which such circumstances are in effect, while the parties will seek a mutually beneficial solution to minimise the damage incurred by the parties.

10 Terms of personal data processing

10.1 The guest accepts that his or her personal data will be used to complete the necessary documents within the scope of the Services and will be processed, stored and, if necessary, transmitted electronically or in writing for the provision of the Services.

10.2 The Service Provider shall not pass on to third parties or organisations any of the Guest's personal data that is not required for the processing of documents and Services, unless the data is requested by official state services that are authorised to do so.

11 Duration of the Agreement

11.1 The Agreement shall enter into force upon signing by the parties or upon the Guest making an advance payment in accordance with clause 5.2. The expiry date of the Agreement shall be the date (24 hours according to the time of the country of temporary stay) specified in the Agreement in the "Terms" column.

11.2 Any amendments to the agreement are only valid if they are made in writing and signed by the parties.

11.3 The invalidity of one of the provisions of the concluded Agreement and/or this offer agreement shall not render all other provisions invalid. The invalid provision shall be replaced by a legally acceptable provision that accurately conveys the meaning of the invalid provision.