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TRADE TERMS

Herfølge Turistfart A/S, CVR no 78 80 45 13

1. Scope

- 1.1. The present trade terms shall apply to all agreements with Herfølge Turistfart A/S, CVR no 78 80 45 13, (the "Company"), regarding sale and services within tourist trips/coach transport.
- 1.2. The present trade terms shall apply to all agreements with Herfølge Turistfart A/S, CVR number 78 80 45 13, (the "Company"), regarding the sale of tickets/entry tickets to events/attractions.
- 1.3. The Company has the following secondary names: COPENHAGEN COACH A/S, Incoming Denmark A/S, Køge Turistfart A/S, and STEVNS TURIST A/S, which shall also be covered by the present trade terms.

2. Basis for the agreements

- 2.1. The terms together with the offers and order confirmations issued by the Company shall constitute the total basis for agreements regarding the sale and delivery of services by the Company to the customer (the "Basis for the Agreement").
- 2.2. Changes and addendums to the Basis for the Agreement shall only apply if agreed between the parties in writing.

3. Services

- 3.1. The services which the Company sells and provides to the customer shall be carried out in accordance with Danish law.
- 3.2. The customer shall give the Company access to staff and information to the extent which is necessary in order to be able to provide the services.
- 3.3. Unless otherwise agreed in writing between the parties, the Company shall not be responsible for ensuring that the services can be used for specific purposes.

4. Price and payment

- 4.1. Unless otherwise agreed in writing between the parties, the price for the services shall be in accordance with the price-list of the Company in force at the time when the Company confirms the customer's order. The prices shall be inclusive of duties, taxes, etc., and can be

changed without notice in connection with increases/reductions in duties, taxes and exchange rates.

- 4.2. The Company shall be responsible for updating of the price-list.
- 4.3. The Company shall not be responsible for price changes caused by the circumstances of third parties.
- 4.4. Unless otherwise agreed in writing between the parties, the final date for payment shall be seven business days from receipt of invoice.
- 4.5. Payment can in principle be made either by electronic payment form (FI card) or IBAN/SWIFT transfer:
 - 4.5.1. In the event of FI payment, the Company shall forward the FI card together with an invoice, and the customer shall then pay the FI card through his bank.
 - 4.5.2. In the event of international bank transfer, IBAN and SWIFT CODE shall be used, stating [order number, etc.].
 - 4.5.3. The amount paid shall be withdrawn from the customer's account 1-4 business days after completion of the transfer/transaction, depending on the customer's bank.
 - 4.5.3.1. If an international customer buys a trip alone 1-2 days prior to arrival, the customer must pay via LINKPAY. The customer will receive a link by e-mail, leading to a payment window. In the payment window, the customer must confirm the trade terms before payment is made. The amount paid shall then be withdrawn immediately from the customer's account.
- 4.6. If the customer regrets the purchase in accordance with item 6.7., the amount paid shall be reversed within 14 business days.

5. Delayed payment

- 5.1. If the customer fails to pay an invoice for services on time for reasons for which the Company is not responsible, the Company shall be entitled to interest on the amount due at 2 per cent per month or fraction thereof from the due date and until payment is made.
- 5.2. If the customer fails to pay a due invoice covering services no later than 14 days after receiving written demand for payment from the Company, the Company shall, in addition to interest according to item 5.1, be entitled to (i) impose a reminder fee of DKK 100 per reminder, (ii) forward three reminders, after which the amount will be collected through the

enforcement court, and (iii) cancel the sale of the services covered by the delay if the Company so desires.

6. Offers, orders and order confirmations

6.1. Purchase of services within tourist trips/coach transport

- 6.1.1. The customer may order offers from the Company by telephone, in writing by e-mail, letter or by filling in the online form on the website of the Company, <http://www.herfoelge-turistfart.dk/index.php/dk/>
- 6.1.2. Unless otherwise indicated in the offer, offers issued by the Company shall be valid for ten days from the date of the offer. Offers shall be accepted towards the Company in writing. Unless otherwise agreed in writing between the parties, acceptance of the offer received by the Company after the deadline for acceptance shall not be binding for the Company.
- 6.1.3. The customer may also forward orders to the Company without obtaining a prior offer. An order must include the following information: (i) order number, (ii) service number, (iii) description of service, (iv) price, and (v) date of delivery.
- 6.1.4. The Company shall do its best to forward confirmation or rejection of an order for services towards the customer in writing no later than four business days after receiving the order. Confirmations and rejections of orders must be in writing to be binding for the Company.
- 6.1.5. The customer shall not be entitled to change an order placed for services without written acceptance from the Company.
- 6.1.6. If the customer is of the opinion that a confirmation of an order for services is not in accordance with the customer's order or the Basis for the Agreement, and the customer does not wish to accept the inconsistent conditions, the customer shall inform the Company in writing no later than four business days after receipt of the order confirmation; otherwise the customer shall be bound by the order confirmation.
- 6.1.7. The buyer shall be entitled to withdraw from the purchase up to five days before arrival/departure.

6.2. Purchase of tickets/entry tickets to events/attractions

- 6.2.1. When purchasing tickets/entry tickets to events/attractions, other services provided by the Company, such as tourist trips/coach transport, etc., shall be purchased separately.

- 6.2.2. The customer can see the current events/attractions on the website of the Company <http://www.herfolge-turistfart.dk/index.php/dk/>
- 6.2.3. The customer may book tickets for events/attractions by telephone, in writing by e-mail or by filling in the online form on the website of the Company <http://www.herfolge-turistfart.dk/index.php/dk/>
- 6.2.4. Only when the customer receives written acceptance/confirmation of the purchase of events/attractions by e-mail will the customer have bought tickets for the event/the attraction.
- 6.2.5. The customer will receive the ticket/voucher from the driver/guide present on the day in question.
- 6.2.6. Purchases of tickets/entry tickets for events/attractions shall be binding for the buyer and cannot be cancelled.
- 6.2.7. The Company shall not be liable in connection with cancellation of events and shall not compensate the customer in such cases.

7. Delivery

- 7.1. The services of the Company shall be delivered at the time and place which appear from the order confirmation from the Company.
- 7.2. If the customer discovers a defect in the service delivered which the customer wants to invoke, the customer shall without undue delay inform the Company in writing. If the Company is not informed in writing within such period of a defect in the service provided which the customer has or ought to have discovered, it cannot be invoked at a later date.
- 7.3. The Company cannot be held liable for defects which are due to circumstances of a third party.

8. Delayed delivery

- 8.1. If the Company expects a delay in the provision of services, the Company shall inform the customer accordingly as soon as possible together with information about the reason for the delay and expected new time of delivery.
- 8.2. If the Company does not deliver services at the agreed time of delivery for reasons for which the customer is without responsibility, the customer shall be entitled to cancel the order(s) affected by the delay by written information to the Company without any notice.

The amount paid by the customer to the Company shall then be reversed. The customer shall have no other rights in connection with delayed delivery.

- 8.3. The Company shall not be responsible for delays which are due to circumstances of a third party.

9. Liability

- 9.1. Each party shall be responsible for his own actions and omissions according to current law with the limitations stated in the basis for the agreement.

9.2. Lost baggage

- 9.2.1. The customer shall be responsible for all baggage. Any claim for compensation for lost or damaged or stolen baggage must be directed at the customer's own insurance company.

- 9.2.2. The Company shall not be liable for forgotten property. The customer may search for forgotten property with the Company by contacting the Company by telephone or in writing. The customer shall not be entitled to make any claim against the Company in relation to forgotten property. If the Company is in possession of such forgotten property, it can according to agreement be collected by the customer or forwarded to the customer against payment by the customer of all costs incurred by the Company in this connection.

9.3. Delay on the part of the customer

- 9.3.1 The Company shall never be held responsible or liable to pay compensation if the customer arrives late, arrives at another place than the agreed place, or fails to appear for departure.
- 9.3.2 If the customer fails to appear for departure, the customer cannot subsequently claim a refund of payment for the service.
- 9.3.3 The Company shall be entitled to wait for the delayed customer or choose to depart without the delayed customer if the customer is more than 15 minutes late.
- 9.3.4 If the customer is more than 30 minutes late for pick-up by the Company of the customer at the airport, an additional charge shall be made for each quarter or fraction thereof of delay.

9.3. Complete travel documentation

- 9.3.1. The customer shall be responsible for bringing required and correct travel documentation, including valid passport and visa, vaccination certificate, etc. The customer shall also be responsible for observing legislation and restrictions during trips abroad.
- 9.3.2. The customer shall be obliged to produce his/her ticket and complete travel documentation at the request of the Company.
- 9.3.3. If the customer travels without a valid ticket, this shall lead to payment of a charge of DKK 500 in addition to the price for the trip.
- 9.3.4. If the customer objects to payment of the charge and the price for the trip, the Company shall be entitled to refuse to transport the customer.

9.4 Insurance cover.

- 9.4.1 We recommend that the customer arranges for sufficient insurance cover during both domestic trips and trips abroad.

9.5. Corporate liability

- 9.5.1. Regardless of any terms to the contrary in the Basis for the Agreement, the liability of the Company towards the customer cannot per calendar year exceed 50 per cent of the sale of services invoiced net by the Company to the customer during the preceding calendar year. The limitation of the liability shall not apply if the Company has acted deliberately or is guilty of gross negligence.
- 9.5.2. Regardless of any terms to the contrary in the Basis for the Agreement, the Company shall not be liable towards the customer for indirect losses, including loss of production, sale, profit, time or goodwill, unless such indirect loss was caused deliberately or in gross negligence.
- 9.5.3. Regardless of any terms to the contrary in the Basis for the Agreement, the Company shall not be liable towards the customer for failure to meet obligations which can be attributed to force majeure. The exemption from liability shall exist for the duration of the force majeure situation. Force majeure shall be circumstances which are beyond the control of the Company and which the Company ought not to have expected when the agreement was concluded. Examples of force majeure include unusual natural conditions, war, terrorism, fire, flooding, vandalism and labour market disputes.

- 9.5.4. The Company shall not be liable for extended travelling time because of rush hour, etc.
- 9.5.5. The Company shall not be liable for delay and extended travelling time because of technical defects, strikes and operational break-downs.
- 9.5.6. The Company shall be entitled to cancel or discontinue specific routes/trips with 48 hours' notice.
- 9.5.7. The Company may change a departure by +/- 30 minutes with two hours' notice.
- 9.5.8. The Company reserves the right to change and update the present trade terms.
- 9.5.9. The customer shall be responsible for keeping informed of the trade terms.

10. Complaints

- 10.1. Any complaints shall be directed at Herfølge Turist A/S, Færøvej 4, DK-4681 Herfølge, tel. +45 56274089, info@herfoelge-turistfart.dk.
- 10.2. The customer may complain to the Danish complaints board, Pakkerejse-Ankenævnet. It is, however, a condition that the customer has in advance complained to the Company.
- 10.3. The customer may complain to the Danish Consumer Complaints Board. It is, however, a condition that the customer has in advance complained to the Company.

11. Vandalism, etc.

- 11.1. If the customer is responsible for vandalism, filth or other actions which cause damage to the vehicles, property and/or equipment of the Company, the customer shall be liable to compensate the Company for the costs of repairing such damage.

12. Smoking prohibited

- 12.1. Smoking is prohibited in the coaches and means of transport of the Company.
- 12.2. Smoking shall lead to a charge of DKK 500, and the Company shall be entitled to choose not to carry the passenger.

13. Intellectual property rights

- 13.1.** The Company shall have full property right to all intellectual property rights which occur in connection with the provision of services on the part of the Company, including patents, designs, trademarks, and copyrights.
- 13.2.** The Company shall not be liable for infringement of third party intellectual property rights caused by the services delivered, unless such infringement is deliberate. To the extent that the Company encounters claims regarding infringement of third party intellectual property rights regarding the services delivered, the customer shall indemnify the Company unless the infringement is deliberate.

14. Confidentiality

- 14.1.** The customer shall not inappropriately obtain or try to obtain knowledge or availability of confidential information of the Company as described in item 12.1. The customer shall handle and store such information safely in order to prevent such information from becoming known to others.
- 14.2.** The parties' obligations according to item 12.1.-12.2 shall apply during the cooperation between the parties and without time limitation after termination of the cooperation, regardless of the reason for the termination.

15. Processing of personal data

- 15.1.** If as part of the fulfilment of their rights and obligations according to the present trade terms, the Company processes personal data as defined in the personal data legislation, including the Regulation on the protection of personal data with effective date 25 May 2018, the Company shall be obliged to observe the current legislation on personal data.

16. Governing law and venue

- 16.1.** The cooperation between the parties shall in every respect be governed by Danish law.
- 16.2.** Any dispute which may occur in connection with the cooperation between the parties shall be settled before the court in Roskilde.