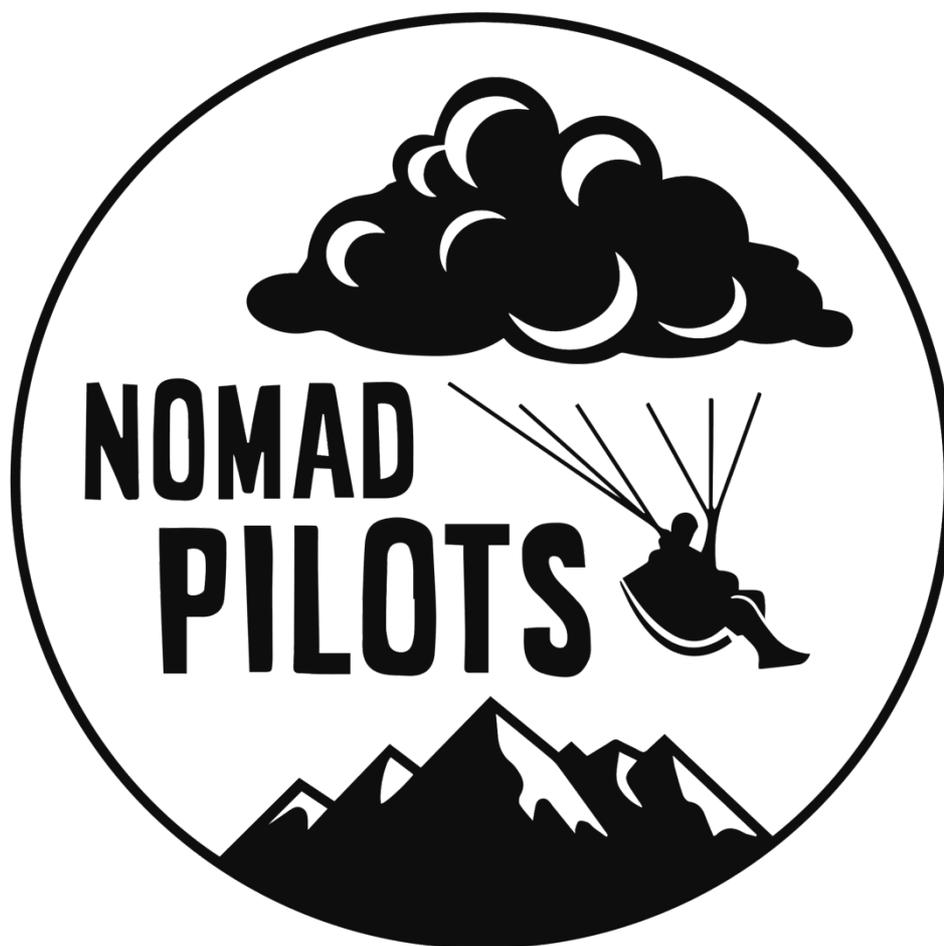




GENERAL TERMS AND CONDITIONS





1. CONTRACTUAL OBJECT

1.1 INTRODUCTION

When exercising with the necessary care, paragliding is a safe sport. We accept this responsibility and expect from you as a customer that you do likewise and assume your own responsibility. You should do everything so that you do not endanger yourself or other participants in the journey or uninvolved persons and / or hinder the performance of their activities, in particular in which you meet all safety-relevant, health and legal requirements.

1.2 RULES

These general contract and travel conditions govern the legal relationship between you (travel / course participant) and Julien Gogniat Nomad Pilots, headquartered in Saignelégier (JU, Switzerland), hereinafter referred to as «NOMAD PILOTS».

2. CONCLUSION OF CONTRACT

2.1 CONTRACT BEGINNING

The contract between you and NOMAD PILOTS comes with the unconditional acceptance of your written, telephone or personal registration with NOMAD PILOTS. After sending the written confirmation by NOMAD PILOTS, the registration is considered confirmed. From then on, the rights and obligations under the Agreement (including these Terms and Conditions) become effective for you and NOMAD PILOTS.

2.2 SCOPE OF APPLICATION

If the booking person registers further travel participants, then she is responsible for their contractual obligations (in particular payment of the travel price) as well as for their own obligations.

3. SERVICES

Our services result from the description of services on the company's own website and from the travel documents. Special requests on your part or side agreements are only part of the contract, if they have been confirmed by NOMAD PILOTS in writing and unconditionally.

The services of NOMAD PILOTS begin, if not stated otherwise in the travel announcement, for air travel from the agreed airport, for bus travel from boarding.

You are responsible for the arrival and the timely arrival as well as the fulfillment of the requirements of the transport companies (eg airline).

4. PRICES AND PAYMENT TERMS

4.1 PRICES

The prices for the travel arrangements are shown on the website at the individual destinations. The prices for travel arrangements are, unless otherwise stated in the announcement, per person in Swiss francs. The accommodation is described in your ticket. The prices valid at the time of booking are decisive. Price changes see section 6.

4.2 DEPOSITS

A 50% deposit is required to confirm your reservation and guarantee your place during the trip.

4.3 PAYMENT OF TRAVEL PRICE

The payment for the travel price must be made no later than 30 days before departure. If the payment is not made on time, NOMAD PILOTS can refuse the travel service and processing fees according to section 5.2 resp. 5.3 claim.

4.4 SHORT TERM BOOKINGS



If you book your trip less than 30 days before departure, the full amount of the invoice is due for immediate payment.

4.5 BOOKING FEES AND ORDER CHANGES

NOMAD PILOTS do not charge any booking fees and commission.

For special requests with high processing costs, a processing fee of a maximum of 60 CHF will be charged.

4.6 TRAVEL DOCUMENTS

Unless otherwise agreed, the documents will be sent to you after receipt of your payment for the entire invoice amount and about 10 days before departure.

5. CHANGES / CANCELLATION OF THE TRAVEL PROGRAM

5.1 GENERAL

If you cancel the trip (Cancellation) or wish to change or rebook the booked trip, you must notify NOMAD PILOTS personally and promptly.

5.2 PROCESSING FEE

In the event of change or rebooking of your trip, a one-time fee of CHF 100 per order and a maximum of CHF 200 per order will be charged as processing fee (see also section 5.3).

These processing fees are not covered by any existing cancellation insurance.

5.3 CANCELLATION COSTS

In the event of cancellation of the trip within the following periods prior to departure, the following cancellation fees will be charged in addition to the processing fees (clause 5.2):

Decisive for the calculation of the cancellation resp. Modification Date is the arrival of your statement at NOMAD PILOTS; on Saturdays, Sundays and public holidays the next working day is decisive.

> 30 days before departure: 75% of the package price.

< 30 days before departure: 100% of the package price.

Cancellation costs are taken over in hardship cases (illness, accident, death, force majeure) by a cancellation insurance. The benefits are based on the applicable insurance policy. The existence of a cancellation insurance is obligatory for all NOMAD PILOTS arrangements and is the responsibility of the customer.

Already purchased personal services, such as flights, will be charged to the customer regardless of the cancellation date.

5.4 REPLACEMENT TRAVELERS

If you cannot start a journey, you can name a replacement traveler(s). The replacement traveler must be prepared to enter the contract under the existing conditions.

The processing fee (Section 5.2) and any additional costs incurred will be supported to take on replacement travelers.

5.5 INSURANCE



The price and benefits do not include insurance.

The compulsory insurance cover for the cancellation and return insurance is expressly the responsibility of the traveler. Upon commencement of the journey, the traveler assures that he will pay for all costs incurred as a result of accident and illness during the journey as well as salvage and repatriation. NOMAD PILOTS expressly recommends that all tour participants have comprehensive insurance coverage (including repatriation service in case of accidents such as REGA or ADAC / ETI protection letter).

5.6 LIABILITY INSURANCE

By registering for an event with NOMAD PILOTS, the participant assures that he / she will have compulsory liability insurance for holders and users of hang gliders and parachutes, valid for the relevant travel destination with a guaranteed sum of CHF 2'000'000.00 per claim ,

6. PROGRAM AND PRICE CHANGES

6.1 CHANGES TO THE CONCLUSION OF CONTRACT

NOMAD PILOTS expressly reserves the right to change service descriptions and prices prior to your booking. If this is the case, NOMAD PILOTS will inform you about these changes before concluding the contract.

6.2 CHANGES OF PRICES AFTER CONCLUSION OF CONTRACT

In exceptional cases it is possible that the agreed price must be increased. Price increases may result from:

- (a) the subsequent increase in transport costs (including fuel surcharges);
- b) newly introduced or increased government taxes or fees (such as airport taxes, landing fees, embarkation and disembarkation fees, etc.);
- c) exchange rate changes or
- d) State-imposed price increases (eg VAT).
- e) small groups, which are carried out under the advertised minimum number of participants. If the cost of these travel services increases, they can be passed on to you. The travel price increases accordingly.

NOMAD PILOTS will make the price increase no later than 30 days before departure. If the price increase is more than 10 percent, you are entitled to the rights mentioned in Section 6.4.

6.3 PROGRAM CHANGES AFTER YOUR BOOKING AND BEFORE TRAVEL STARTING

Paragliding is a weather-dependent outdoor sport. NOMAD PILOTS also reserves the right, in your interest, to change the itinerary or any agreed services (such as destination, accommodation, mode of transportation, means of transport, airlines, flight times, etc.) as circumstances require.

NOMAD PILOTS strives to offer you equivalent replacement services. In particular, NOMAD PILOTS shall not be liable for changes in the travel program due to force majeure or official measures for which NOMAD PILOTS is not responsible.

NOMAD PILOTS orients you as soon as possible about such changes and their impact on the price.

6.4 YOUR RIGHTS IF PRICE OR PROGRAM CHANGES ARE CARRIED OUT AFTER CONCLUSION OF CONTRACT



If the program change or the change of individual agreed achievements leads to a substantial change of a substantial contract point or if the price increase amounts to more than 10 per cent, then you have the right to withdraw from the contract within 5 days after receipt of our notice. You will receive the already paid travel price (or the down payment) immediately refunded.

7. TRAVEL STATEMENT BY NOMAD PILOTS

7.1 DEFENSITES FOR REASONS LOCATED WITH YOU

NOMAD PILOTS is entitled to cancel the trip if you give reasonable cause through acts or omissions. In this case, NOMAD PILOTS will pay you back the already paid travel price; further claims are excluded. Reservation costs according to 5.2 and 5.3 as well as further claims for damages remain reserved.

7.2 MINIMUM NUMBER OF PARTICIPANTS

For all travel offered by NOMAD PILOTS a minimum number of participants applies. Participate in a trip less than the intended minimum number of participants, so NOMAD PILOTS may cancel the trip no later than 20 days before the specified

Cancel travel. If NOMAD PILOTS still makes the journey with fewer people, this is no reason for a cancellation.

7.3 HIGHER VIOLENCE, STRIKES

Events of force majeure (such as natural disasters, epidemics, riots), government action or strikes may cause NOMAD PILOTS to cancel the trip. In such a case, NOMAD PILOTS will inform you as soon as possible.

If the trip is canceled, NOMAD PILOTS endeavors to offer you an equivalent replacement trip. Further compensation claims are excluded.

7.4 TRAVEL STATEMENT FOR OTHER REASONS BY NOMAD PILOTS

NOMAD PILOTS is entitled to cancel the trip for other reasons, in particular due to unfavorable weather conditions. If this happens, you will be informed as soon as possible and no later than 7 days before departure.

8. PROGRAM CHANGES, PERFORMANCE FAILURES DURING THE TRIP

8.1 PROGRAM CHANGES

If a program change is made during the trip (for example due to weather conditions), no compensation will be payable by NOMAD PILOTS. NOMAD PILOTS endeavors to carry out the journey with equivalent services. However, the highest priority is safety at all times.

8.2 PERFORMANCE LEVEL

Should the selected performance level be too high for a participant, the tour guide may, in the interest of the group, refuse to participate in the tours. She will endeavor to offer a replacement program. The costs are at the expense of the participant. In any case, a solution to both parties satisfaction is sought.

9. CANCEL THE TRAVEL

If for any reason you cancel the trip early, the price of the travel arrangement cannot be refunded. Any services not purchased will be refunded to you, less a reasonable processing fee, unless they are charged to NOMAD PILOTS.

In urgent cases (eg own illness or accident, serious illness or death of a close person), the tour guide or the service provider will help you as far as possible in organizing the early return journey.



10. COMPLAINTS

10.1 COMPLAINTS AND REMEDIES

If the journey does not correspond to the contractual agreement or if you suffer damage, you are obliged to contact the tour guide immediately, as far as possible to complain about this defect or damage and to demand free remedy. The tour guide will endeavor to remedy the situation.

If you want to claim defects, reimbursements or claims for damages against NOMAD PILOTS, you must submit your complaint within 30 days after the return in writing NOMAD PILOTS. Your complaint must be accompanied by any evidence.

11. PARTICIPATION OBLIGATIONS

11.1 PERSONAL CONDITIONS

It is imperative that you adapt to their customs and customs when traveling to foreign countries. The travel guide can exclude travel participants who seriously disturb a group or who do not conform to the rules of the travel destination. Any return travel costs are borne by the participant and the paid travel price will not be refunded.

11.2 HEALTH AND LEGAL REQUIREMENTS

Participation in paragliding trips requires good health. Please also note the advertised requirements on the website. In particular, student pilots and non-certified pilots have the responsibility to clarify the necessary licenses for travel participation and to ascertain whether certified flight instructors guide the trip. If a participant does not meet the requirement or is not sufficiently licensed, the tour operator is entitled to refuse participation in the travel / training.

Any return travel costs are at the expense of the participant and the paid travel price will not be refunded.

11.3 MATERIAL

The persons participating in the journey are themselves responsible for the functionality and completeness of their material. Participation in paragliding trips requires intact material of your own. Should a competitor fail to meet these requirements (eg lack of an emergency parachute, head protection, etc.), the tour operator is entitled to refuse participation in the trips / training. Any return travel costs are at the expense of the participant and the paid travel price will not be refunded.

12. LIABILITY OF NOMAD PILOTS

12.1 GENERAL

NOMAD PILOTS pays you the value of agreed, but not provided services, as far as it was not possible for the tour guide, to provide an equivalent replacement service on the spot.

12.2 SAFETY

You practice your sport at your own risk. NOMAD PILOTS assumes no liability for resulting accidents and / or bodily damages. You are responsible for compliance with the respective national regulations and laws, even if you are traveling with a group.

12.3 LIABILITY LIMITATIONS, DISCLAIMERS

12.3.1 INTERNATIONAL AGREEMENTS AND NATIONAL LAWS

If international agreements and national laws contain limitations on compensation for damage resulting from non-performance or improper performance, NOMAD PILOTS may invoke such liability and shall only be liable under these agreements. International agreements and national laws on liability and disclaimers exist in particular in the transport sector (such as air transport, maritime shipping and rail transport).



12.3.2 LIABILITY DISCLAIMERS

NOMAD PILOTS is not liable if the non-performance or improper performance of the contract is due to the following causes:

- a) failures on your part before or during the journey.
- b) unforeseeable or unavoidable negligence on the part of a third party not involved in the provision of the contractually agreed service.
- c) force majeure, weather or an event which NOMAD PILOTS could not foresee or avert, despite due diligence. In these cases, any liability for damages of NOMAD PILOTS is excluded.

The liability of NOMAD PILOTS, its flight instructors, assistants and their staff for any damage suffered by the participant as a result of ordinary negligence is excluded. This disclaimer applies regardless of the cause and the nature of the damage, as well as the nature and amount of the damage. The participant is responsible for the validation of his paraglider pilot entitlements. The participant is responsible for ensuring that his flight equipment is airworthy. The participant assumes full responsibility for all self-piloted paragliding flights.

12.3.3 PERSONAL INJURY, ACCIDENTS AND DISEASES

NOMAD PILOTS shall be liable for personal injury, death, personal injury and illness resulting from the non-performance or improper performance of the contract, provided that the damage is due to NOMAD PILOTS. Reserved are international agreements and national laws (clause 12.3.1).

12.3.4 PROPERTY AND PLANT DAMAGE

In the event of damage to property and pecuniary loss resulting from non-performance or improper fulfillment of the contract, the liability of NOMAD PILOTS is limited to a maximum of twice the travel price, unless the damage was intentionally caused. Subject to lower limits of liability or disclaimers in international agreements and national laws.

12.3.5 BUS, RAIL AND FLIGHT PLANS

Even with a careful travel organization, we cannot guarantee compliance with these timetables. Especially due to heavy traffic, traffic jams, accidents, airport congestion, detours, delayed border clearance, etc., delays can occur. In all these cases, we are not liable.

12.3.6 FLIGHT DELAYS

In the case of flight delays, the airline is liable in accordance with the Montreal Convention.

12.4 EVENT AND EXCURSIONS DURING THE TRIP

Outside the agreed travel program, local events or excursions may be booked during the trip. It is not excluded that such events and excursions are associated with risks. It is your own responsibility to participate in such events and excursions.

For events or excursions organized by NOMAD PILOTS, these General Terms and Conditions apply. However, if NOMAD PILOTS is not your contractual partner, you cannot invoke these General Terms and Conditions, especially if these events and excursions are organized by third parties and the tour operator merely arranges them.



13. ENTRY AND VISION REQUIREMENTS

13.1 OWNERSHIP

Each person participating in the journey is responsible for themselves to inform themselves about the passport and entry regulations and to take the necessary steps to travel under the country and origin specific conditions. This includes examining the provisions of countries where transit or stopover takes place (for example, stopovers).

13.2 MISSING TRAVEL DOCUMENTS

If a travel document is not available or if it is issued too late and you therefore have to cancel the trip, the cancellation rules (according to point 5) apply.

13.3 COMPLIANCE

The travelers themselves are responsible for compliance with the entry, health and foreign exchange regulations. This also applies to transit countries.

13.4 REFUSAL ENTRY AND BREACH OF LAW

NOMAD PILOTS draw your attention to the fact that you have to take over the return journey costs in case of a refusal of entry. Likewise, NOMAD PILOTS expressly point out the legal consequences of prohibited goods and other imports and exports, as well as other breaches of law.

14. APPLICABLE LAW AND JURISDICTION

Swiss law is applicable to the legal relationship between you and NOMAD PILOTS.

Place of performance and jurisdiction is Delémont (JU, Switzerland). The ineffectiveness of individual provisions of the travel contract does not lead to the invalidity of the entire contract.