

Appendix General Terms of Delivery

Nilsen dmc AS

1. Offer

An offer is based on a given number of participants, for a specific term (dates and time), for a specified accommodation and destination, activities as described, transfers, restaurants and menus for restaurant if given and other services as per description. Menus on restaurants are given based on selection and available information at the date of offer. Some descriptions could be given for illustration purposes only and as examples of what could be offered. Adjustments might apply. If the offer is for a term more than 1 year after date of offer, prices are advisory only unless stated otherwise. All taxes and fees as per date of offer are included. Reservation for changes.

2. Reservations and availabilities

An offer could be with option terms, that is that the specific items are reserved until a given date. When this date expires, the reservations are void. If there are no option terms, the offer is indicative and availabilities have to be checked and reservations to be made.

3. Order

An order placed based on an offer, is accepted if the number of participants, the term and the main content of the program is ordered. By not ordering elements from an offer or ordering more than is in the offer, prices and conditions might change.

4. Order confirmation

An order confirmation will be issued by NILSEN DMC AS after acceptance of an offer. What is specified in an order confirmation is a part of the delivery. What is not mentioned is not included.

5. Price validity

The agreed prices are binding for both parties. NILSEN DMC AS reserves the right to adjust prices due to changes in the costs by increased taxes and fees, or other factors outside their control.

6. Currency

All prices are based on the local currency. Prices given in another currency, is for illustrational purposes. If it is agreed that invoicing will be done in a different currency, the official exchange rate in the national bank at invoicing date will be applied. The parties carry their own bank fees.

7. Cancellation and reduction

All cancellations and reduction in numbers shall be in writing. The hotel's cancellation policy varies depending on term, group size and hotel size and will be specified on an order confirmation. The cancellation and reduction conditions for activities and other elements follow in general the terms below.

Normal cancellation terms for hotel and activities unless specified otherwise are:

From contractual date till 40 days before group arrival: 25% of all ordered services

From 39 days before till 8 days before: 75% of all ordered services.

7 days or less: 100% of all ordered services.

Normal reduction allowances:

From contractual date till 40 days before: 50 % reduction

From 39 – 14 days: up to 15% reduction

From 13 days till 8 days: up to 10% reduction

From 7 days till 2 days: up to 5% reduction

Less than 2 days: no show = no reduction allowance.

8. Payment

Normal payment terms unless stated otherwise:

25% of all services are to be invoiced at contractual date.

75% of all services are due 40 days before arrival.

100% of all services are due 7 days before arrival.

Credits are to be refunded within 7 days after the finalization of the event. Extras are to be paid by credit card/cash before departure. By special agreement invoice can be issued due 7 days after.

The contract is void if the deposits are not at NILSEN DMC AS's account within due terms.

9. Name list

Alphabetical name list in editable text, Excel or Word format must be provided by email to the organizer within 1 week before arrival.

10. Allocation of Accommodation Units

Booked accommodation units are expected to be ready at 15:00 arrival day and can be used until 10:00 departure day unless specified otherwise.

11. Program and itinerary

If there is a detailed program designed by NILSEN DMC AS, this is given based on the information available at the time of the offer and designing of the program. NILSEN DMC AS is not liable to extra expenses or responsible for changes in program due to changes in flight times or other public transportation delays or changes in arrival or departure times. By special situations like traffic jams, difficult weather conditions or other situations not in control of NILSEN DMC AS, parts of or whole program elements might be cancelled or changed into doable activities. NILSEN DMC AS is not liable for extras and following costs caused by delays and incidents.

The prices for the program are based on a given number of participants and might change according to changes in these numbers.

A program designed by NILSEN DMC AS has copyright. If a client copies the program or parts of it, NILSEN DMC AS can make sub-deliverers stop the implementation with no further notice. Charge for program design might be issued.

12. Activities and transfers

NILSEN DMC AS will use sub-deliverers that are tested and approved as serious actors in the market. These actors have their own insurance. NILSEN DMC AS is not responsible for any injuries, damages, sicknesses or mishaps during these activities on persons, clothes or equipment.

The guests are themselves responsible to have adequate travel insurances. By some special activities, additional insurance might be requested and offered by the sub-deliverer. If the guest does not have or want this insurance, the guest can be denied participating. The guest is himself responsible for the choice of participating in any activity. If any concern, the guest must notify the organizer, get advice from him and come to an agreement if participating or not.

13. Other program, private arrangements

If the client organize own activities or participates in program organized by others, NILSEN DMC AS is not liable for expenses and program changes caused by this participation.

14. Liability for damage

The hotel, sub-deliverer and NILSEN DMC AS shall not be liable for any loss suffered by the guests because of negligent or misconduct. Any damage will be invoiced or charged. A security or guarantee can be claimed at the site.

15. Food preferences

Any allergies and food preferences must be informed in good time before the event. Food preferences given less than 1 week before, might not been taken into consideration. NILSEN DMC AS is not liable for any diseases or problems caused by food poisoning, food reactions or insufficient information about food preferences and allergies.

16. Force Majeure

Conditions outside the control of NILSEN DMC AS including strike, lockout, fire, nature disasters, extreme unusual weather conditions, omitted deliveries etc. give the right to revoke the contract without being liable for compensation.

17. Confidentiality

The parties consider the provisions of the offer or contract confidential and shall not disclose, without the prior approval of the other party, the content in the contract, the prices and other information to end client, participants, suppliers or other third parties.

18. Limitations

The contract and delivery is considered B2B and not affected by end client private consumer laws.

19. Jurisdiction

All disputes arising between the parties to this Agreement or otherwise, or between guests and the supplier will be treated under Norwegian Law.