Element X BV
Leenstraat 33/2001
9890 Vurste
Belgium

GENERAL TERMS · SPECIAL TERMS · PACKAGE TRAVEL

GENERAL TERMS AND CONDITIONS OF SALE

A GENERAL SALES CONDITIONS ELEMENT X

1. Scope of application

a. These general terms and conditions apply to the legal relationships between both parties and are valid for all services offered by Element X, including expeditions, team buildings, and training. However, for a package trip, the 'General Travel Conditions for Package Travel - p3' apply.

b. By approving a quote, placing an order, receiving a delivery, or making a one-time payment of an invoice, the customer acknowledges having read these general terms and conditions and declares acceptance of these general terms and conditions.

2. General

a. The order form/travel confirmation/invoice will in all cases be deemed to serve as the written confirmation of the booked trip, training, team building, purchase of goods, or rental of goods. The agreement will only come into effect after this written confirmation and is subject to changes regarding rates, departure and arrival times, etc.

b. Element X is not responsible for the necessary identification documents such as passports, visas, etc., which must be applied for by the traveller. Likewise, Element X is not responsible for the necessary vaccinations, etc.

c. Any costs that may arise due to incorrect information on the invoice signed by the customer or on the order form filled in via the website are solely the responsibility of the customer.

3. Quotes and deliveries

a. All quotes, in any form, are non-binding and without any obligation.

b. All quotes are valid for 14 days.

c. Acceptance of a quote must be done in writing. Acceptance of the quote is considered as an order.

d. The mention of a delivery period is merely an indication and is not binding.

4. Cancellation of the order

a. If the customer cancels the agreement or makes its execution impossible through their actions, the following cancellation conditions apply, regardless of whether it concerns training, expedition, or team building:

- **i.** In case of cancellation at least 3 months before the start of the training, expedition, or team building, the customer owes 50% of the total amount.
- **ii.** In case of cancellation within 3 months before the start, the customer owes 100% of the total amount.

5. Complaints

a. Any complaint or protest must be properly motivated and sent by registered letter no later than 14 calendar days after the invoice date, after the date of delivery of the goods/services, failing which the customer is irrevocably deemed to have accepted and approved the invoice, the goods, or the services without any reservation.

6. Payments

a. Unless otherwise stated on the invoice, all invoices are payable within 14 days after the invoice date by bank transfer.

b. In the event of non-payment of the balance, Element X reserves the right not to deliver the travel documents or training materials and/or to refuse participation in the training, expedition, or team building. Non-payment of the balance will be considered a breach of contract by the traveller in accordance with the Law of 21 November 2017 regarding the sale of package holidays, linked travel arrangements, and travel services. The deposit remains acquired by Element X, and in case of cancellation by the traveller, all costs must be fully paid by the traveller. In the event of non-payment on the due date, the price will be increased by a fee of 10% with a minimum of 62 euros, and this will occur by operation of law without any formal notice being required. Additionally, and also without any formal notice being required, interest will be due at a rate of 1% per month. Each commenced month will be regarded as a full month.

7. Right of withdrawal

a. The consumer does not have a right of withdrawal pursuant to Article VI.53, 12° of the Code of Economic Law.

8. Liability

a. The liability of Element X in the event of damage caused by its fault is limited to direct and foreseeable damage. Except in cases of intent or gross negligence, Element X is in no case liable for indirect damage caused by its fault, such as financial or commercial losses, loss of opportunity, loss of profit, or an increase in general costs.

b. Except for bodily injury, the liability of Element X remains limited to the amount (excluding VAT) that the customer has paid for the services/goods that caused the damage.

c. The above clause shall in no case result in the cancellation or reduction of the statutory warranty obligations of Element X towards consumers as stipulated in articles 1641 to 1649 octies of the Civil Code.

9. Guarantee fund

a. Element X is affiliated with the Guarantee Fund. The customer can appeal to this in case of financial incapacity.

10. Processing of personal data

a. Element X processes personal data in accordance with the European privacy legislation (GDPR). Element X processes this data to perform the agreement, to meet legal obligations and, with consent or on the basis of its legitimate interest, to inform the customer about other products and services of Element X.

b. Element X processes health data, such as medication, allergies or a medical approval, only with the explicit consent of the participant and only for the preparation, safety and performance of the expedition. Where necessary for the safety or care of the participant, Element X shares it with the guides, local partners, rescue services, doctors and the insurer.

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c. To perform the trip, Element X passes the necessary data on to local partners and suppliers at the destination, also outside the European Union. This transfer is necessary for the performance of the agreement. Element X does not sell or rent personal data.

d. Element X does not keep personal data longer than necessary for these purposes and for the statutory retention periods. The signed declaration acceptance of risks (waiver) is kept for up to ten years after the end date of the expedition.

e. The customer may consult, correct or erase their data, restrict the processing and object to its use for direct marketing, via info@elementx.travel or Element X, Leenstraat 33/2001, 9890 Vurste, Belgium. The customer can unsubscribe with every electronic newsletter. The customer has the right to lodge a complaint with the Data Protection Authority (www.dataprotectionauthority.be). More information is in the privacy statement on www.elementx.travel.

11. Applicable law and competent court

a. Belgian law shall exclusively apply to all legal relationships with the customer.

b. Both parties agree and acknowledge that the place of performance of the agreement is the registered office of the seller. They declare and acknowledge that all disputes relating to this order form/travel confirmation/invoice are subject to Belgian law in accordance with art. 624, 2° Ger. Wb. Disputes must be submitted to the Courts of Ghent.

B SPECIAL SALES CONDITIONS ELEMENT X

The special sales conditions below take precedence over the general sales conditions.

SPECIAL SALES CONDITIONS ELEMENT X AS ORGANISER

12. Price

a. The agreed price is fixed, all taxes are included except for the airport taxes payable on site, subject to an increase in exchange rates, tariffs and/or taxes from the carriers.

b. If the increase in the agreed price exceeds 8%, the traveller may, within eight days following notification to them, terminate the contract. In this case, the traveller is only entitled to a refund of the amounts already paid. This refund will be made within a month. If VAT and/or other government-imposed taxes change before the start of the trip, the overall price will be adjusted accordingly.

c. A price increase is communicated to the traveller at the latest 20 days before the start of the trip, with the reasons and the calculation. If these costs decrease, the traveller is entitled to a corresponding price reduction.

13. Payment

a. Deposit

b. When registering for a trip, a deposit of at least 50% must be paid immediately, with a minimum of 500 euros per person, unless otherwise agreed in the order form/travel confirmation/invoice. If registering within 6 weeks of departure, the full travel amount must be paid immediately.

c. Balance

d. Unless otherwise agreed in the order form/travel confirmation/invoice, the traveller must pay the balance no later than 6 weeks before departure, after which the travel documents will be delivered to him no later than 1 week before departure.

SPECIAL SALES CONDITIONS ELEMENT X AS RESELLER

14. Price

a. The prices stated are set by the transport companies or tour operators and remain valid as long as the stock of the relevant product lasts.

b. Quotes and prices communicated verbally by Element X are always subject to change.

c. For flights, the price is only final upon the issuance of the airline ticket. Issuance can only occur after full payment.

15. Timetables

a. The stated timetables may change at any time, both before and during the journey. Consequently, connecting flights cannot be guaranteed by Element X.

16. Cancellation and changes by the transport company or tour operator

a. If for any reason one or more transport companies or tour operators decide to cancel or change the flights or the trip in whole or in part, Element X will only be obliged to provide a full or partial refund of the airline ticket or the trip if it has itself obtained a refund from the transport companies or tour operators. In no case will Element X be liable for any compensation.

17. Costs for additional services or change requests by the customer

Any change requests by the customer after the confirmation of the trip are subject to administrative fees and additional costs, as determined by Element X. This fee is calculated based on the nature of the request and must be paid before the changes are implemented. This compensates for any administrative burdens.

18. Security of payment obligations

If the customer fails to meet their payment obligations, Element X reserves the right to recover outstanding costs through legal action. In the event of cancellation by the customer without timely payment of the balance, any amounts already paid will be retained by Element X. This may lead to the cancellation of the agreement without any refund.

19. Photos, videos and testimonials

During expeditions Element X takes photos and videos and collects testimonials, and uses them for communication and marketing, offline and online, including social media and the website. The customer indicates at registration whether they agree to this. They can change that choice or object at any time by sending an email to info@elementx.travel. Element X then no longer uses the material in new publications and removes it from existing publications where this is reasonably possible. Element X respects the privacy of the participants in doing so.

20. Limitation of warranty obligations for services by third parties

Services and products not directly offered by Element X, such as accommodation, transport, and activities by external providers, are outside the warranty of Element X. Element X is not liable for shortcomings of these third parties, and any complaints regarding this must be directed to the relevant external provider.

21. Liability for risky activities

Participation in risky activities, such as survival training, off-grid navigation, and other adventurous activities, is entirely at the customer's own risk. Element X excludes all liability for injuries, damage, or loss arising from participation in such activities. By signing up for the trip, the customer confirms that they are aware of the nature and risks of these activities.

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22. Strict payment terms for late payment

If the customer does not pay within 5 days after the invoice due date, this may lead to automatic termination of the agreement by Element X. In that case, Element X reserves the right to withhold all amounts already paid as compensation. This measure is implemented to prevent delays in payment and payment arrears.

23. Specific cancellation conditions in case of force majeure

In the event of cancellations due to force majeure, the cancellation conditions of the external suppliers apply. The customer is only entitled to a refund to the extent that Element X itself receives a refund from its external partners. Element X is not obliged to provide compensation or additional refunds to the customer if the external supplier does not compensate.

These general and specific terms and conditions of sale are also available in French upon request.
The Dutch and English versions of these terms are available on www.elementx.travel. In case of any discrepancy, the Dutch version prevails.

C GENERAL TRAVEL CONDITIONS FOR PACKAGE TRAVEL

The combination of travel services offered to you constitutes a package holiday within the meaning of Directive (EU) 2015/2302, transposed by the law of 21 November 2017 regarding the sale of package holidays, linked travel arrangements and travel services. Consequently, you can claim all EU rights applicable to package holidays. Element X is fully responsible for the proper execution of the entire package holiday. Element X also has the legally required protection to refund you and, if transport is included in the package holiday, to repatriate you in the event of insolvency.

Basic rights under Directive (EU) 2015/2302:

Before concluding the package holiday agreement, the traveller will receive all essential information about the package holiday.

The liability for the proper execution of all travel services included in the agreement always rests with at least one professional.

The traveller will receive an emergency telephone number or details of a contact point through which they can contact the organiser or the travel agent.

The traveller can transfer the package holiday to another person, taking into account a reasonable period and possibly against the payment of additional costs.

The price of the package holiday can only be increased if specific costs rise (for example, fuel prices), if this is expressly stated in the agreement, and in any case no later than twenty days before the start of the package holiday. If the price increase is higher than 8% of the price of the package holiday, the traveller can cancel the agreement. If the organiser reserves the right to increase the price, the traveller is entitled to a price reduction when the relevant costs decrease.

If one of the essential elements of the package holiday, excluding the price, is significantly changed, the traveller can cancel the agreement without paying a cancellation fee and will receive a full refund. If the professional responsible for the package holiday cancels the package holiday before it begins, the traveller is entitled to a refund and, if appropriate, compensation.

The traveller can cancel the agreement in exceptional circumstances without paying a cancellation fee before the start of the package holiday, for example, when there are serious safety issues at the destination that are likely to affect their package holiday.

In addition, the traveller can cancel the agreement at any time before the start of the package holiday by paying a reasonable and justified cancellation fee.

If, after the start of the package holiday, significant elements of the package cannot be provided as agreed, a suitable alternative arrangement must be offered to the traveller at no extra cost. If the services are not performed in accordance with the agreement and this has significant consequences for the execution of the package holiday, and the organiser has not resolved this issue, the traveller may terminate the package holiday agreement without paying a cancellation fee.

In the event of travel services that are not provided or are not provided properly, the traveller is also entitled to a price reduction and/or compensation.

The organiser is obliged to provide assistance to travellers in difficulty.

If the organiser or the retailer becomes insolvent, the amounts paid will be refunded. If the insolvency of the organiser or, if applicable, the retailer occurs after the start of the package holiday and transport is included in the trip or holiday, arrangements will be made for the repatriation of the traveller. Element X has provided for protection in the event of insolvency with the Guarantee Fund for Travel. When services are not provided due to the insolvency of Element X, travellers can contact this entity or, where applicable, the competent authority at the Guarantee Fund for Travel, Metrologielaan 8, 1130 Brussels; or by phone at 02/2406800 or via the form on www.gfg.be.

The law of 21 November 2017 regarding the sale of package holidays, linked travel arrangements and travel services.

This standard information form for package tour agreements is also available in French upon request and in Dutch on www.elementx.travel.

D SPECIAL TRAVEL CONDITIONS ELEMENT X

SPECIAL TRAVEL CONDITIONS OF THE TOUR OPERATOR

24. Prices

1. The agreed price in the package travel agreement is - except in the case of obvious material error - fixed and all services mentioned therein are included.
2. The price is indicated per person.
3. Prices given verbally or by phone by staff of Element X are always subject to confirmation. Only written price confirmations are valid.
4. If the base price of the trip increases by more than 8%, the traveller may terminate the package travel agreement without compensation. In this case, the traveller is entitled to a refund of the amounts paid to Element X. A price increase is communicated at the latest 20 days before the start of the trip, with the reasons and the calculation. If these costs decrease, the traveller is entitled to a corresponding price reduction.
5. The package travel agreement includes a budget for expenses on site. It indicates what will be paid from that budget. This includes, for example, some meals and accommodation. The amount is an estimate and actual expenses may vary slightly. Depending on the destination, these expenses can be paid in cash or by card.
6. Flights are not included in the price of the expedition, unless expressly stated otherwise. Element X invoices flights separately during the preparation programme. If Element X books the flight for the traveller,

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that flight forms part of the package travel and the liability of Element X and the insolvency protection also apply to the flight.

25. Payment of the travel sum

When purchasing a group trip with Element X, the deposit is 50% of the travel sum, with a minimum of 500 euros. The deposit must be paid to guarantee the trip. Late payment of the deposit may result in the customer being unable to join the planned trip due to all places being taken or because certain elements of the trip can no longer be booked due to time constraints or lack of available materials from external partners and suppliers.

The full balance must be paid no later than 6 weeks before departure.

26. Termination of the package travel agreement

1. By Element X: Element X will decide no later than 21 days before departure whether a group trip will go ahead or not due to not reaching the minimum number of participants. The minimum number of participants is stated in the package travel agreement. If applicable, Element X can guarantee a trip with fewer participants than the minimum.
2. By the traveller: If the customer cancels the agreement or makes its execution impossible through their actions, the following cancellation conditions apply, regardless of whether it concerns training, expedition, team building, or package travel:
   - In case of cancellation no later than 3 months before the start, the customer owes 50% of the total amount.
   - In case of cancellation within 3 months before the start, the customer owes 100% of the total amount.

This arrangement deviates from the standard arrangement provided in the Act of 21 November 2017 regarding the sale of package travel, and is expressly accepted by the customer upon signing or confirming the agreement. The date of receipt of the written cancellation serves as a reference. Any costs that cannot be reclaimed from external partners will also be charged to the customer.

27. Transferability of the booking

The traveller can transfer the package travel agreement to a person who meets all the conditions applicable to that agreement. The transfer costs at Element X are:

a. Up to 6 weeks before departure: 500 euros, plus any additional costs owed to the transport company or another service provider associated with this transfer.

b. From 6 weeks before departure, cancellation costs apply (see article 26).

c. Specific bookings in name (such as flight tickets) are not transferable and non-refundable when transferring a booking to a new person.

28. Other changes by the traveller (travel dates, destination)

At Element X, changes are accepted to the extent possible and only after agreement from Element X, subject to payment of the following administration fees per person:

a. Up to 6 weeks before departure: 500 euros per traveller

b. From 6 weeks before departure, cancellation fees apply (see article 26)

29. Epidemics and travel advice

An epidemic or pandemic and the measures taken by authorities in Belgium or at the destination may affect the trip, for example through additional formalities, quarantine or an adapted programme. Repatriation cannot be guaranteed when commercial flights are cancelled or borders are closed. The traveller follows the travel advice of the Federal Public Service Foreign Affairs (www.diplomatie.belgium.be) and the rules of the destination. In case of unavoidable and extraordinary circumstances at the destination, the rights under the law of 21 November 2017 on the sale of package travel apply.

30. Formalities

1. The traveller must confirm that they have taken note of the information regarding the formalities to be fulfilled and the duration for obtaining them as communicated to them in the package travel agreement.
2. Minors must possess an identity card with a photo or a valid international passport and must present documents in which the parents grant their permission to travel alone, stating the date of arrival and departure from the relevant country.

31. The nature of the trip and the travel programme

1. The traveller explicitly confirms to be aware of the adventurous nature of the trip, with the associated possible lack of comfort and potential programme changes due to local circumstances in the visited country.
2. The travel programme is described in the pre-contractual information that is part of the package travel agreement.
3. Photos in the brochures and on the website are illustrative and do not form part of the contract.
4. Participants must join the group at the agreed time and place. Any costs incurred due to not joining the trip (on time) are the responsibility of the traveller. Services not enjoyed due to late joining of the group are non-refundable.
5. The traveller who returns early on their own initiative during the trip, deviates from the programmed or proposed route, or withdraws from the guidance and is therefore not present at the agreed times, is liable for all additional costs that this entails, will pay the commitments to local parties for transport, activities, and accommodation, and has no right to a refund for services not rendered.
6. Given the nature of certain trips, the traveller should be aware of some risks and any lack of or sometimes limited level of medical assistance, infrastructure, and communication means. The traveller cannot invoke the liability of the organiser or the local operators in this regard.

32. Changes by the organiser

1. Local conditions, special destinations, and the adventurous nature of the offered trips may necessitate adjustments to the travel programme before or during the trip.
2. Adjustments before departure may include that a different tour leader than planned leads the trip or that travel is conducted with a different carrier. In such cases, the organiser commits to minimising any adverse effects for the traveller. These adjustments are considered insignificant.
3. If a programme change arises during the trip due to factors beyond the control of the organiser, the involved tour leader will seek an alternative, taking into account the wishes of the participants. The tour leader makes the final decision. The additional costs for this are the responsibility of the traveller.
4. The intended adjustments to the travel programme may, in exceptional cases, result in routes, excursions, accommodation, and local transport deviating from what is indicated in the publication. In such cases, the organiser is obliged to offer the traveller alternatives that maintain the character of the trip as much as possible.

33. Liability

1. The information contained in this document was prepared based on data known to us up to 6 months prior to its publication. If changes occur in the operation, facilities, and services of the offered products, these will be communicated immediately upon the organiser's knowledge.

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2. Element X is not liable for unforeseen events arising from force majeure such as unforeseen changes in regulations, delays or cancellations of flights, accidents, strikes, epidemics, weather conditions, war, etc., examples of which are not exhaustive. The associated costs are the responsibility of the traveller.
3. Neither Element X nor the tour leader will be liable for any detention by police and/or other authorities due to the traveller's non-compliance with regulations. All consequences will then be the responsibility of the participant.
4. Given the adventurous nature of the trip, the accuracy of services provided by third parties abroad must be assessed according to local customs and practices.
5. Element X has the right to terminate the travel agreement without being held liable for any damage in the event of force majeure, which is understood to mean abnormal and unforeseen circumstances that are independent of the will of the party invoking it and whose consequences could not be avoided despite all precautions. Force majeure includes, among other things, political unrest, war, natural disasters, scarcity, general strikes… In determining force majeure, local circumstances relevant to the travel agreement will be taken into account.
6. The traveller must ensure they have the correct and necessary identity documents and any visa requirements, unless otherwise stated in the package travel agreement. Damage resulting from errors is the responsibility of the traveller.
7. The traveller is responsible for any vaccinations. Since the organiser has no medical authority, the traveller must evaluate the information provided with a qualified doctor. Special health risks (such as diabetes, heart conditions, asthma, epilepsy…) must be reported to Element X at the time of registration. This information will be passed on to the tour leader in relation to the success of the trip.
8. The traveller is responsible for all formalities regarding luggage and currency. In the event of non-compliance with the legal regulations of the relevant country, any resulting damage is the responsibility of the traveller.

34. Course of the trip

1. The traveller must follow the guidelines of the tour leader regarding safety, the course of the trip, group activities, and fitness. In case of violation of these guidelines, a traveller may be excluded from further participation without being entitled to compensation or a refund of part of the travel cost.
2. If it becomes apparent during the trip that someone does not or no longer has the required mindset or fitness to continue the trip, the tour leader may decide to send him/her back to the hotel or to the place of departure. Any inconveniences and costs arising from this will be borne by the traveller.

35. Luggage

1. Element X is not liable for loss, theft, or damage to luggage. However, the possible liability of the carrier or hotel remains intact.
2. In case of loss or damage to luggage, the traveller must fill out a property irregularity report at the airport's lost luggage department. Without this document, it is impossible to obtain compensation.
3. The advice regarding the allowed weight of luggage must be followed. Any extra costs for excess weight are the responsibility of the traveller.

36. Timetable of carriers

1. The mentioned timetables of carriers are indicative. The traveller must take into account that these may be changed both before and during the trip.
2. Changes in the timetables of carriers may affect the duration of the trip. The traveller is not entitled to a full or partial refund of the travel cost if the departure times, due to changes, deviate by no more than 12 hours from the original time.

37. Complaints procedure

1. The participant must first address the tour leader if they are dissatisfied with the services provided.
2. If the participant feels that the tour leader is not adequately responding to their comments, the traveller must promptly inform Element X or their travel agency of any non-conformity they experience during the execution of the package travel agreement in a verifiable manner via info@elementx.travel.
3. For any disputes that cannot be resolved through the Disputes Committee, only the court of Ghent shall have jurisdiction.
4. Belgian law shall exclusively apply to all agreements.

38. Rental cars and camping equipment

1. For a number of trips, Element X provides rental cars, camping equipment, and other various materials for the travellers. The travellers must take care of this material as a good householder. Traffic fines and intentional damage to vehicles and rented materials shall therefore be borne by the travellers.

39. Age and name

1. The minimum age to participate in the group trips of Element X is 18 years (on the departure date of the trip). On a private expedition that Element X organises on request for a family or a closed group, a minor may take part under the conditions of the declaration acceptance of risks for minor participants.
2. Participants aged 70 or over have the medical approval for all Element X expeditions completed by a doctor. An own declaration without a doctor is not sufficient for them.
3. The traveller must provide their name details as stated on their official identity documents when registering. If an error leads to additional costs (ticket, permit), these shall be borne by the traveller.

40. Photographic material and testimonials

1. Article 19 applies to photos, videos and testimonials.

41. Clarity on risks and liability

Provision regarding weather and unpredictable events: Expeditions are highly dependent on weather conditions and other unpredictable events. Element X reserves the right to adjust the programme if these circumstances require it and cannot be held responsible for changes that become necessary as a result.

Limitation of liability for risky activities: Participation in risky activities such as helicopter drops, survival training, and off-grid navigation is entirely at one's own risk. Element X is not liable for injury, damage, or loss resulting from participation in these activities.

42. Health and fitness of participants

Medical approval: Given the physically intensive nature of expeditions, Element X asks for a medical approval or an own declaration of the participant. Participants are obliged to inform Element X of any medical conditions that may affect the expedition.

Mandatory travel assistance insurance: During the entire expedition the participant has a travel assistance insurance that covers medical costs abroad, search and rescue, evacuation and repatriation, also in remote areas and at the altitude of the expedition. Without valid insurance the participant cannot depart.

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Costs of health incidents: Costs of medical care on site, an evacuation or an early return for medical reasons are covered through that insurance. Costs that the insurance does not cover, costs of a departure on own initiative without a doctor considering it medically necessary, and costs advanced by Element X are borne by the participant.

43. Unforeseen costs and changes on-site

Additional costs due to force majeure or unforeseen circumstances: Additional costs arising from force majeure or unforeseen circumstances (such as natural disasters, strikes, political unrest) are entirely the responsibility of the participant.

Coverage of additional costs due to deviations from the programme: Deviations from the planned programme, such as returning early or deviating from the proposed route, do not entitle participants to compensation or reimbursement for services not rendered.

44. Indemnity for lack of local infrastructure

Limited infrastructure on-site: The local infrastructure and medical facilities at expedition locations may be limited. Element X is not liable for the consequences of limited access to medical care, communication, or transport in remote areas.

Liability exclusion for local partners: Element X is not liable for deficiencies or shortcomings in the services provided by local partners (e.g. guides, transport companies, accommodation providers). Complaints should be directed immediately to the relevant local party.

This document containing the special travel conditions for Element X group tours is also available in French upon request.
The Dutch and English versions of these terms are available on www.elementx.travel. In case of any discrepancy, the Dutch version prevails.