

KOMEX *tours*, S.A. DE C.V. acts as agent for hotels, transportation companies and other service rendering suppliers and therefore shall not be liable for any injury, damage or loss, accident, delay or irregularity which may be occasioned by reason of any defect or through acts of default of any company or person engaged in conveying the passengers, or otherwise in connection therewith, of any hotel owner, manager or employee. KOMEX *tours* accepts no responsibility for losses or additional expenses due to delay/schedule change in train, bus, ship, air planes or other services, sickness, strike actions, weather, war, quarantine or other causes.

HOTELS AND CLASSIFICATION

Hotel standards in Mexico frequently deviate from those in Europe and Anglo America. In many cases hotels receive higher ratings than they do there. Due to this we only recommend selected hotels according to the usual requirements of our customer markets. Although we have used the official Mexican classification as a guide line, we apply our own categorization based on our long-term experience. We are not liable for the correctness of information published (internet pages, brochures, etc.) by our providers.

TRANSPORTATION SERVICES

Transfers, excursions and circuits for groups are based on best available coaches with air-conditioning. Outside of the major cities mostly elderly coaches are available, seating 39 passengers. In most major cities modern coaches complying with international standards can be provided. For small groups units with 13-16 seats or 24 seats may be used.

For individual travellers private services of transfers and tours are provided by private cars or vans. "Seat-in" services are regularly operated multilingual tours to be shared with other passengers.

According to Mexican laws all passengers are insured during transportation services. As this coverage amount is very low we highly recommend insuring your passengers privately according to your national standards.

GUIDES

All individual transfers, excursions and tours for groups and FITs will be guided by professional, licensed bilingual (English/Spanish) staff as far as possible and required according to Mexican laws. Guides for other languages are on request and subject to a surcharge.

RATES

All prices are in US-Dollar currency usually include admissions, service fees and taxes levied at the time of publishing if not otherwise agreed. Rates for groups are on request for we can offer you always the best possible rates. Due to the volatility of currency markets rates may be subject to change on short notice, especially for transportation services and meals.

Net rates are based on cash payments and include a 3.5% discount on regular rates for payments by credit card.

Not included in the rates are airfares, airport taxes, meals and drinks not especially mentioned and all expenses of private nature. Rates for individuals do not include tips for porters, bell boys, maids, guides and drivers.

Children up to 12 years are generally free of charge when sharing the room with 2 adults (no extra beds!), provided they have been advised at time of reservation. A 50% reduction for kids on meals, transfers and tours might apply and is subject to confirmation.

PAYMENTS

Hotels in Mexico usually insist on deposits to be paid at fixed dates in advance. Should these prepayments not be received in time according to the contract, reservations will be cancelled despite previous written confirmation. If there are any special deposit requirements different to those mentioned below we will inform you at the time of confirmation.

To guarantee reservations the following dates of payment apply (for money transfers, please consider approx. 2 days):

- Groups from 10 persons on (up to 25 rooms):
 - deposit of 50% due 35 days prior to arrival,
 - the residual amount is due 14 days prior to arrival.

Larger groups, conventions and incentives are subject to special conditions.

- Individuals up to 9 persons: If not specially required, full prepayment is due 14 days prior to arrival in Mexico.

All payments due are net to us, all bank expenses are to the debit of the sender's account. Any delayed payment receipts and its consequences are at the sole risk of the sender. Delayed payments are subject to a monthly interest rate of 2% plus tax according to the Mexican money market. All payments shall to be sent by wire transfer:

in US Dollars:

FROST BANK
SAN ANTONIO, TX. 78296, USA
ABA Code: 114000093
SWIFT Code: FRSTUS44A
ACCOUNT No. 01-0341-770
KOMEX TOURS, SA DE CV

in Euro*:

Intermediary Bank: CITIBANK London
41 Berkeley Square, London, UK
TRANSIT: GB93CIT118500813623548
SWIFT Code: CITIGB2LXXX
ACCOUNT No. 0013623548
Beneficiary Bank: INTERCAM BANCO
SA IBM, Intercam Grupo Financiero,
Rio Tiber 70, Cuauhtemoc, 06500
Mexico City, Mexico for KOMEX
TOURS SA DE CV, Ref. 00105842033

*) please check exchange rate with us

For payments only, USD-cheques drawn on a U.S. bank with the 9-digit banking ABA code will be honoured. Other cheques are not accepted in Mexico.

CANCELLATIONS AND CHANGES

For groups we will not debit any cancellation fees. Only cancellation fees from our suppliers and other cost incurred will be charged. Generally there are charges from 30 days prior to arrival for cancellations and reductions. For larger groups with 25 rooms or more and during special events and peak season special conditions may apply. Where individual hotel attrition politics supersede KOMEX *tours*' policy, they will be adhered to over and above our own.

For all confirmed services for individual travellers a cancellation fee of 15% with a minimum US \$25.00 from 21 days on prior to arrival will apply, for each change US\$15.00 per file. Hotels usually charge 1-2 nights from 7 nights prior to arrival. Special conditions for Christmas/New Year's Eve and the Holy week may apply.

REFUNDS

Unused services will be refunded minus any cancellation fees charged to us by our suppliers and a working fee of 15% for KOMEX *tours*. Services will only be refunded if they have been cancelled with KOMEX *tours* or in exceptions directly with the supplier and on proof of a written notice and written confirmation of refund.

Travellers are obliged to report any arising failure without delay for correction on-site in Mexico. Claims and requests for refunds can be accepted only within 30 days after end of travel.

RESERVATION FEES FOR FITS

Reservations made through our Web site are free of handling fees. All other reservations for individual travellers are subject to the following handling fees per file due to high banking expenses:

- Invoice amounts
 - up to US\$250 US\$25.00
 - between US\$251-750 US\$20.00
 - over US\$751 US\$15.00
 - Packages US\$15.00
 - Special requests US\$50.00*
 - Elaboration of FIT itineraries US\$30.00*
 - Flight reservations per person US\$15.00
- *) to be credited on materialised sales

GENERAL

All individual and group travellers are personally responsible for respecting immigration, customs, currency and health legal requirements.

Both parties agree that for all contracts the general conditions of KOMEX *tours*, S.A. de C.V. will apply exclusively. The legal domicile for all kinds of disputes is the court of competent jurisdiction at the site of KOMEX *tours*, S.A. de C.V. (Mexico City, Mexico). Nevertheless each party also has the right to sue the other one at the latter's generally corresponding court of competent jurisdiction.