



ACONCAGUA
2012 · 2013

General
Conditions

INKA EXPEDICIONES GENERAL CONDITIONS 2011/2012

The following general conditions are governed by the provisions set forth in Act 18829, Decreto 2182/72, Resolution 404/72.

TURISMO INKA, E.V.yT. Dossier No. 11193, with offices at Juan B. Justo 345 of the City of Mendoza, hereinafter referred to as the Company, hereby sets forth its general operation conditions for the provision of tourist services:

1. KNOWLEDGE OF CONDITIONS SET FORTH: When the passenger (as well as any person who has a reservation under the passenger's name) sends the reservation form and it is accepted by INKA, it is understood that the passenger acknowledges and agrees to all the conditions herein and certifies that the information submitted in the reservation form is complete and true. The Company, on accepting the reservation, covenants and agrees to full fill its obligations as herein provided.

2. RESERVATIONS: Reservations received shall be confirmed once the passenger:

- Sends the reservation form dully filled in. Each person participating in the trip shall fill in a form and provide as much information as possible. The Company must be immediately informed of any changes in the information the passenger has furnished. The passenger may send the reservation form by mail, e-mail, fax or through the Company's web site
- A not refundable deposit of US \$ 400 per person. This down payment shall be made to our international bank account or by bank transfer to our accounts with national banks or by credit card.

3. RESERVATION CONFIRMATION: Once points A and B hereinbefore are fulfilled, the company shall forward confirmation of the reservation to the passenger via e-mail. A week prior to the trip, the Company shall send information about the hotel, contact telephone numbers, list of participants and related data to the passenger by e-mail.

4. PAYMENT OF THE BALANCE DUE: The balance due must be paid prior to the beginning of the trip.

5. PRICES: All prices advertised in the Company's publications are expressed in United States dollars and are subject to changes without prior notice. The passenger shall pay the ruling price at the moment the reservation is accepted. Prices shall not be subject to changes provided that the trip is paid cash and in full once the reservation is made. Otherwise, the company retains the right to change the final price of the program without prior notice. Said changes may derive from market fluctuations affecting the most structure. Any price increase shall be paid prior to the departure date of the trip without exception

6. RESERVATION CHANGES: If the passenger wishes to introduce any change in a reservation that has already been confirmed, the Company shall be informed in writing of said change. The passenger shall pay a U\$S 50 administrative charge per person for any change.

7. CANCELLATION OF THE RESERVATION: Cancellations shall be made in writing, without exception, and the price of the trip will be refunded to the passenger after deducting cancellation charges. The cancellation date shall be the date the Company is duly served by the passenger. If the cancellation notice is received 30 days prior to departure, the U\$D 400 prepayment made for the reservation shall be deducted to cover administrative expenses. If notice is received after the 30 days previous expedition departure date, the Company shall retain the 50% of total amount of the expedition. If notice is received 72 hours previous expedition departure the Company shall retain the 100% of the expedition and no refund will apply.

8. CHANGES MADE BY THE COMPANY PRIOR DEPARTURE: The Company may change itineraries, services, departure dates, etc. in order to provide a better service or because of acts of God or force major. Force major reasons include: strikes, earthquakes, civil war, quarantine, revolutions, fires, adverse meteorological conditions, epidemics, bad road conditions or road breakage (these reasons are just illustrative). The Company retains the right to cancel the trip due to force major or because the minimum number of people required participating in the program has not been reached. The cancellation shall be informed in writing to the passenger, who may opt for:

- a) Demanding the refund of the full price paid to the Company.
- b) Deciding on an alternative trip and pay an additional sum of money or get a refund, whatever the case may be, if there is any price difference.

9. CHANGES MADE BY THE COMPANY DURING THE TRIP: The nature of this trip requires flexibility as regards changes. Daily itineraries and coordination details are considered as objectives to be achieved, not as contractual obligations. To participate in the Company's adventure trips is essential that the passenger consents to this flexibility. Furthermore, the Company shall not be held responsible for delays or alterations in the program due to (not exclusively) baggage loss with the airline, bad weather conditions, any accidents suffered by mules, breakage of gear, flight cancellations, disease, wars, strikes, and any other act of God. Any expense deriving therefore shall be borne by the passenger (who may get a refund from the insurance policy said passenger has taken out).

10. GUIDES: RIGHTS AND OBLIGATIONS. Given the nature of the service hired by the passenger, both the objectives of the program and the decisions taken by the guide as program leader are final. If the guide considers that the passenger's behavior, physical condition or any other reason emanating from said passenger may be dangerous to the safety, health or well-being of said passenger or of the whole group, the passenger will be asked to abandon the journey and shall not be entitled to any refund whatsoever. In the event it is necessary, the company is entitled to resort to Law enforcement personnel. The passenger acknowledges the guide's authority concerning decisions that encompass changes in the programs or expeditions.

11. DISCOUNTS: If during an ascent the guide considers that certain conditions (bad weather, bad road conditions or impaired personal skills) make it unsafe to continue he journey and decides to cancel it, the passenger shall be entitled to receive a nontransferable voucher with a 15% discount on the cost of another ascent attempt. This discount voucher shall be valid for two successive summer seasons after the current season. In the event the passenger decides not to continue for any reason and at any point of the journey, said passenger shall not be entitled to receive a discount voucher.

12. DOCUMENTATION: It is the passenger's responsibility to obtain the necessary visa to enter the country of destination. The company shall not to be held responsible if the authorities refuse to give an entry visa to the passenger due to reasons inherent to said passenger, or if admittance to a given country is refused due to the passenger's failure to comply with the necessary requirements or due to defects on his/her passport. Any expense deriving therefore, or from any similar circumstance, shall be fully borne by the passenger. The conditions herein for voluntary cancellation of the service shall apply.

13. LUGGAGE: The luggage and personal effects shall be, at all times, the passenger's responsibility. In the event of accident, loss or damage during the transfer of luggage in Company's vehicles, carriers or mules, the Company shall be liable to pay up to a maximum of U\$S 200.-

14. SERVICES INCLUDED: The Company binds itself to render during the trip those services that are included and detailed in the information furnished for each program.

15. SERVICES NOT INCLUDED: The Company is not bound to pay for extras, beverages, telephone calls, laundry, tips, food during transportation, tickets for recreational centers, national parks or natural reserves, etc., or for any other service that has not been dully specified in the advertised program.

16. UNUSED SERVICES: The price of the program is quoted as a package. Therefore, no refund or compensation shall be given for non-use of certain services such as hotel stays, transportation, permits or any other service that is included in the trip and has not been used by the passenger.

17. THE COMPANY ACTING AS AN "INTERMEDIARY": Whenever the Company acts as an intermediary between the passenger and transportation companies, hotels, companies offering medical coverage, restaurants, etc., and in the event any of the aforementioned fails to comply with any of its obligations, the Company assumes the responsibility of taking the necessary steps (such as hiring new service providers, withholding payments to those who failed to meet their obligations, etc.) to insure the successful completion of the trip. The Company shall not be held responsible for services rendered by any third party.

18. HEALTH: The passenger must be in good health and physical condition. The passenger is responsible for having previous medical examinations. The Company does not assume responsibility in the event that said examinations are not fulfilled. The Company's programs take place in remote areas with little or no possibility of having access to medical services or hospitals. Therefore, any health condition suffered by the passenger shall be specified in the reservation form. The guides of the Company are properly trained to act in the event of emergencies and they always carry a first aid kit with medicine. Nevertheless, it is the passenger's responsibility to carry any medicine specifically prescribed to him/her.

19. EQUIPMENT AND CLOTHING: It is the passenger's responsibility to bring and wear adequate equipment and clothing. Said items are detailed in the information of the journey and will be checked by the Company's guides on the first day of the trip. The staff of the Company is fully capable to advise the passenger on the necessary equipment. The Company, its guides, coordinators and any other party working for the Company shall not be held responsible for any accident or inconvenience associated to the equipment or clothing.

20. COMPLAINTS: Neither the Company, INKA Turismo, nor service providers shall deem a complaint as formal unless said complaint is submitted in writing within 15 days after the end of the journey.

21. INSURANCE: Travel insurance is not included in the price of the program. The Company, strongly recommends passengers to take out a travel insurance policy.

22. EXPENSES DERIVING FROM ABANDONMENT OF JOURNEY: The itinerary price is quoted on the basis of group services so as to provide more and better services at a low cost. Whenever the passenger abandons the group for any reason (personal reasons, sickness, among others), the services hired by the passenger thereafter are on a private basis. However, the passenger will be allowed to use hotel stays even outside the dates scheduled for the whole group. Some services will have an additional cost that shall to be borne by the passenger because they are not included in the price. In the event extra stays are needed, the Company recommends settling them at its offices.

23. LEGAL RESPONSABILITY: Reservations are accepted on the grounds that the passenger has acknowledged and accepted the potential risks that this type of trips may entail, that the passenger is mentally and physically capable of participating in the activities required, that his/her participation is voluntary, and that - although the Company has taken all necessary steps to provide the passenger with adequate equipment and trained guides - the passenger acknowledges that adventure activities are risky. Certainly, this risk is inherent to the activity and cannot be avoided without destroying the activity's unique characteristic. Said inherent risks may cause equipment loss or damage or accidental injuries, sicknesses or, in extreme cases, permanent trauma or death. It is not the Company's intention to frighten the passenger or curtail his/her enthusiasm, nevertheless, it is important that the passenger knows in advance which risks are involved.

The following are some examples of said risks: avalanche, lightning, rock instability or fall, snow, ice, extreme hot or cold temperatures, dehydration, acute mountain illness, winds, mountain equipment failures, human error.

The passenger acknowledges that this list is not exhaustive and that there are other unknown or unpredictable risks that may cause harm.

25. LIMITATION OF THE COMPANY'S OBLIGATIONS: The Company's liabilities and obligations in connection with any event or failure shall be limited to and shall not exceed the price of the trip.

26. LAW, JURISDICTION AND COMPETENCY: These conditions and the annexes attached hereto shall be exclusively governed by the regulations in force. Any conflict shall be settled by the Ordinary Courts of the First Judicial District of Mendoza, and excludes any other court and/or jurisdiction, especially the Federal court. Should you have any queries, please do not hesitate to contact us at our offices.