

General Terms and Conditions of Spinnler Flyfishing AS

General

- a. Spinnler Flyfishing AS (henceforth referred to as S-F) is a company registered as a stock corporation in the Norwegian Commercial Register under number 925 558 451.
- b. S-F organises and offers flyfishing, courses and guided trips for Atlantic salmon on leased sections of the River Orkla.
- c. Only flyfishing equipment is used to fish on the sections of S-F. A maximum of two rods are permitted to fish per section. The sections are fished by customers in a rotation system.
- d. A contract is established between you and S-F upon the unconditional confirmation of your telephone, written or personal registration.
- e. Upon contractual conclusion, the customer confirms that they have read and understood the General Terms and Conditions. The customer acknowledges the General Terms and Conditions in full and without reservation.
- f. The assignment of claims is not permitted and shall not be accepted.
- g. Swiss law applies to all legal relations between you and S-F. The exclusive place of jurisdiction is agreed as 4310 Rheinfelden, Switzerland.

Payment conditions

- a. In the event of an advance payment for a booking with an "early booking discount" and/or other discounts (e.g. vouchers), the advance payment amounts to 75% of the trip price and is payable within 10 days of receipt of the order confirmation/invoice.
- b. The advance payment for bookings without special discounts amounts to 50% of the trip price and is payable within 10 days of receipt of the order confirmation/invoice.
- c. The remaining trip price is payable by 1 April 2021 at the latest.
- d. For bookings after 1 April 2021, the full trip price is payable within 10 days of receipt of the order confirmation/invoice.

Late settlement of the advance payment or remaining payment shall permit us to refuse to provide the travel services after the fruitless expiry of a short grace period.

In this case, the trip shall be deemed cancelled and the administrative fee and cancellation costs according to the chapter "Cancellation" of these General Terms and Conditions shall become due for payment.

Liability disclaimer

1. Participation in the offered services occurs at one's own responsibility; no liability shall be accepted by S-F for any form of material and personal damages.
2. S-F shall likewise not be liable if the non-fulfilment of the services is due to:
3. omissions on the part of the customer;
4. omissions on your part before or during the trip;
5. unforeseeable and unpreventable omissions on the part of a third party involved in the performance of the contractually agreed service;
6. unforeseeable or unpreventable omissions on the part of a third party not involved in the performance of the contractually agreed service;
7. force majeure or an incident which S-F or a service provider could not foresee or prevent despite exercising all due care;
8. changes to the travel programme due to strikes, unrest, weather conditions, official measures, third-party delays etc.;
9. changes to Norwegian laws, entry provisions and/or changes to the laws/fishing regulations applicable on the River Orkla, or;
10. if a customer fails to catch a fish during their trip for whatever reason (e.g. high or low water levels).

In these cases, any duty to pay compensation, duty to reimburse non-material damages, claims to damages for futile expenses, compensation for self-remedy etc. shall be excluded by S-F.

S-F shall not be liable for wasted holiday time, loss of holiday enjoyment or claims to damages for futile expenses etc.

We explicitly draw your attention to the fact that you are responsible yourself for the safekeeping of valuables, cash, jewellery, credit cards, photo and video equipment, mobile phones, tablets etc. Under no circumstances may you leave these items in an unattended vehicle etc. or leave them anywhere else unattended.

In the event of the theft, loss, damage or misuse of misplaced valuables, photo and video equipment, cash, jewellery, credit cards, mobile phones, tablets etc., we shall not accept any liability.

Cancellation

In the event of cancellation of the trip, the cancellation costs stated here. For cancellations or booking changes of on-land services, the costs of the respective service provider shall be charged. As a rule, water lessors collect the lease price by the beginning of the year of the upcoming season at the latest, which is not refunded in the event of cancellation.

The following cancellation costs are charged:

1. 180 days to 151 days prior to 1 June 2021 (start of the season on the River Orkla): 50%;
2. up to 150 days prior to 1 June 2021 (start of the season on the River Orkla): 100%.

However, the cancelling customer may propose a person to take their place on the trip. Nonetheless, S-F have the right to reject the proposed substitute person without stating reasons. In the event of changes or cancellations of trips and individual services, an administrative fee shall be charged. This amounts to EUR 90 per person.

We strongly recommend that you arrange a comprehensive travel insurance.

Miscellaneous

- a. The equipment must be disinfected before fishing on location. Multiple disinfection stations are available on the River Orkla. Prices vary from NOK 150 to 250. A confirmation of disinfection from other stations is not permitted.
- b. A state annual fishing licence is required. You can book this licence through us (EUR 40) or obtain it yourself online. (<https://fiskeravgift.miljodirektoratet.no>)
- c. If a customer fails to observe the Norwegian fishing laws and in particular the fishing rules valid for the leased sections of S-F, S-F shall be permitted to withdraw the non-compliant fisher's right to fish on its leased sections immediately without advance warning. In this case, this person shall have no claim to a refund for payments made or to compensation. The current fishing regulations can be viewed here: <http://orklaguide.com/fiskeregler-2/>. They are also published on the S-F website and are updated when necessary.
- d. S-F may use photos with/of customers in connection with the fishery for promotional purposes even without a separate consent.

Orkla Salmon School

- a. As a rule, the number of participants is limited to four people.
- b. In the case of fewer than three participants, the course may be cancelled or postponed to another date.
- c. Should the course take place despite a lower number of participants, the course provider may shorten the duration of the course according to the number of participants.
- d. In the event that the course does not occur due to an omission on the part of the course provider or due to a low number of participants, the course fees shall be fully refunded.
- e. Should the course participant cancel the booked course, the cancellation costs stated further above apply.
- f. Participation in the offered courses occurs at one's own responsibility; no liability shall be accepted for any form of material and personal damages.

Möhlin, 1 October 2020