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TUREX - TRAVEL CORPORATION

TERMS & CONDITIONS

1. Pricing and Payment

CONFIRMING YOUR RESERVATION: Fax the signed **TERMS & CONDITIONS** contract with the deposit. We will do our best to confirm the itinerary as shown, however if any portion of your itinerary is unavailable when space is requested, TUREX will offer a comparable alternative and advise you of any resulting increase or decrease in price. At that time you will have the option of accepting the alternate arrangements or canceling your package without penalty. Check the itinerary and passenger names carefully as changes after confirmation will be subject to a fee.

DEPOSITS: Early reservations are encouraged to confirm your space. Reservations are accepted after we receive the initial deposit of 50% of total cost of package. Additional deposits may be required for some suppliers which will be advised at time of confirmation.

PAYMENT OF BALANCE: A second and final deposit of the additional 50% is due 30 days prior to departure.

Failure to deliver complete payment 30 days prior to departure will be considered notification of cancellation by default and is subject to cancellation charges as stated below.

Deposits, may be made by wire transfer to the following account:

Bank's Name: Nations Bank (former Bank of America)
Banks address: 9190 Biscayne Blvd. Miami Shores, FL, 33138
Account #: 00119637-1652
ABA #: 063100277 (if sending a money wire)
ABA #: 063000047 (if making a direct deposit)
Recipient name: Oscar Soley Soler – TUREX Travel
Recipient address: Miami Shores, FL

or sending an official check via FEDEX or UPS at the name of "TUREX (Turismo Exterior)" and it must be endorsed in the back as follows: "only to be deposited in account number 01700501596352 of TUREX". It must be addressed to:

TUREX (Turismo Exterior) - Oscar Soley
Calle 29 – 31 Avenida 9
Tel (506) 257-2133

or using VISA sending a credit card authorization letter (see below) to fax number +(506) 221-8170.

TUREX TRAVEL

29 & 31 Street, 9th Ave. Building 2956, Barrio Escalante, San Jose, Costa Rica
Tel. (506) 257-2133 Fax (506) 221-8170

E-mail: vivarag@racsa.co.cr Website: www.turexcostarica.com



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On receipt of your final deposit and signed Terms & Conditions we forward a final trip packet including Final Itinerary, vouchers, tickets and local contact information in your destination 7 days after first deposit.

THE TOUR PACKAGE INCLUDES: All items as shown in your itinerary, applicable taxes, and the services of TUREX and its representatives. Not included: Any item not specifically stated on your itinerary, discretionary gratuities for local representatives, drivers, tour guides or hotel staff, insurances, and airport departure tax. TUREX will not accept any claims for price after the tour package has been accepted and prepaid.

2. Cancellation & Refund Policies

We understand how disappointing it is for travelers in the event they are forced to cancel their trip, especially one that they have been looking forward to for a long time. But we too plan for these packages for a long period prior to departure and must continuously send non-refundable payments to hotels and suppliers of transportation. Therefore we must strictly adhere to our Cancellation & Refund Policy for all travelers. We strongly suggest purchasing travel insurance in case of cancellation. We hope you understand. The following are cancellation policies for our packages:

- All cancellations must be made in writing. Cancellation fees are based on the date your written notification is received at TUREX Travel Corp.
- If you must cancel before departure, money will be returned less the cancellation fees charged by our company plus any additional nonrefundable cancellation fees and payments already advanced to airlines, hotels and local operators.
- Cancellations made 120 days prior to arrival will not have any penalty
- Cancellations made from 120 to 90 days prior to arrival require a loss of 25% of the entire program fee including all extensions.
- Cancellations made 45 to 90 days prior to departure require a loss of 50% of the entire program fee including all extensions.
- Cancellations made within 30 days of departure require a loss of the entire program fee.
- Any changes made to the package after signing the contract will have a charge of \$35
- No partial refunds are possible for any unused portion of your trip.

No refund will be made for no shows or for any unused portion of the itinerary whether voluntary or caused by airline delay, cancellation, or any other occurrence beyond the control of TUREX. No responsibility can be accepted for expenses incurred due to delay or change in schedule or other causes.

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3. Late Signup Fees

In the event we are able to accept a booking less than 30 days before trip departure, a \$50 late sign up fee will be assessed to cover express delivery, telephone, fax and administrative charges necessary to expedite your reservation and transmit your departure materials.

4. Documentation

A valid U.S. passport is mandatory for all U.S. Citizens traveling to Costa Rica. A passport valid for at least six months beyond your travel date is required for travel to most Central American countries. It is participant's responsibility to obtain current entry requirements for your destination. Passengers denied boarding or entry due to lack of proper documentation will not be entitled to a refund.

5. Medical Requirements

Since some of our adventure tours have some level of risk, to avoid possibly dangerous situations, it is extremely important that all travelers obey the rules and regulations set forth by the Program Leaders and/or Local Guides. We reserve the right to prohibit any traveler from continuing on a journey if, in our opinion, that traveler's actions pose a threat to the safety of themselves, others, or to the wildlife, or if that traveler's actions or behaviors are seriously jeopardizing the enjoyment of the trip for others. For participation in the tours, the travelers accept to be responsible for any possible damages or accident. TUREX Travel Corporation assumes no liability for medical care. The passenger is responsible for his/her travel insurance.

6. Responsibility

The liability of TUREX and its representatives is limited. They act as agents for the Participant in relation to travel and accommodations whether by motor coach, private car, boat, aircraft, or any other mode of transportation and assume no liability for injury, property damage or any other losses, accident, delay or irregularity which may be caused either by reason or defect, through the acts or default of any company person contracted in conveying passengers or in carrying out the arrangements of the tour, or as direct or indirect acts of God, dangers of nature, fire, breakdown of machinery or equipment, acts of governments or other authorities de jure or de fact, wars, hostilities, civil disturbances, strikes, riots, theft, pilferage, epidemics, quarantines, medical or custom regulations, or from any other cause beyond the Operator's control. All tour services and accommodations are furnished by independent contractors. The operator makes no guarantees or warranties, expressed or implied, on any such services. By signing this Contract, the Participant acknowledges potential inherent risks involved in all aspects of travel, and hereby waives and releases the Operator from any responsibility for any act or omission pertaining to such services or for any loss, injury or damage to any person or property arising there from or in connection therewith.

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The sole responsibility and liability of any airline used in the Operator's program shall be in accordance with and as limited by the contract of carriage in the Participant's ticket, the applicable tariffs, and the provisions of the Warsaw Convention. The Operator and its suppliers reserve the right to decline to accept or to remove any Participant who, or whose conduct, is reasonably considered by them to be detrimental to the interest of other passengers or guests and shall not be liable for refund or alternative arrangements. The sole responsibility and liability of any car rental used in the operator's program is in regards the reservation, and the Participant must sign the required contract of service with the corresponding rental provider and therefore cover itself with the required insurances.

The Operator reserves the right to substitute any hotel, airline, or other service provider for any reason, or to cancel a tour if necessary. The Operator assumes no liability for airline and/or hotel over bookings resulting in inconvenience and/or substitute transportation or/and accommodations being provided, whether similar or lesser quality and location.

CONTRACT ACCEPTANCE

Please Read and Sign

On advancement of a deposit, the traveler agrees to be bound by the terms and conditions set forth above (4 pages).

Arrival Date: _____ Total Price US\$: _____

I understand that by signing below I am acting for myself and for everyone in my party in acknowledging that TUREX Travel Corp.'s *Terms & Conditions and any Important Special Notes on Our Trips* have been read and accepted.

Signature: _____

Print Name: _____

Date: _____

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TUREX TRAVEL - CONTRACT ACCEPTANCE AND CREDIT CARD AUTHORIZATION

Arrival Date: _____ Departure Date: _____ Nights _____

Total Price: US\$ _____

I have read, understand and agree to the Terms & Conditions set forth above (4 pages), and authorize TUREX to guarantee the total trip price specified above against my credit card. I authorize a charge of:

- 50% deposit upon confirmation
- Balance – Second 50% payment (45 days prior to departure)
- Guarantee only, I will pay by check

Cardholder Name: _____



Card No.: _____

Expiration date: _____

Name of the Bank or Company that issued the card: _____

Card Verification code: _____ (In VISA are the 3 digits printed on the signature panel immediately following the account number)

Account Billing Street Address: _____

Zip Code: _____

Cardholder Signature: _____

Date: _____

- Please attach to this form, a copy of your passport or ID with signature on it and a copy of credit card for both sides and send to fax No 011-506-221-8170 -

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