

APPENDIX B TERMS AND CONDITIONS

Reservations and Payment A per person deposit of \$300 is required upon submitting the reservation request. The balance of the payment is due in accordance with the following schedule. Upon receipt of your deposit and request we will send you complete details on how to prepare for your trip, suggested reading materials and a trip insurance application. Your detailed itinerary will be sent at 30 days before departure. Our trip prices are calculated far in advance of the trip departure are subject to dramatic fluctuations in exchange rates and may be changed when necessary and without advance notice. All prices are guaranteed upon receipt of the deposit.

At reservation request	\$300
At 90 days before departure	50% of the tour price
At 60 days before departure	100% of the tour price

Air Travel This tour may include airfare or you may have declined FWCT's air itinerary and booked your own air arrangements. We require you to have done so and provided us your itinerary with payment of 50% of the tour price balance due at 90 days before departure. If you have agreed to the FWCT quoted airfare, please advise us if you desire connections from your domestic departure (home) to the point of international departure, if applicable. When purchasing air transportation from FWCT, various international departure and arrival fees are not included in the airfare and are to be paid by you upon exiting the country in local currency. FWCT does not accept liability in case of any passenger being denied boarding by any airline carrier due to the carrier's over-booking of a flight.

Trip Itinerary We occasionally may find it necessary to make small changes in our stated itinerary. We would only make a change due to unforeseen circumstances or to improve the trip. We make every effort to keep these changes to a minimum and will only make substitutions of equal or greater value. Published times and dates on itineraries are as accurate as possible but subject to change due to traffic, weather, mechanical and any other conditions beyond our control that prevent us from operating as scheduled. FWCT expressly disclaims any liability for any damages that may be incurred for any changes, cancellations or delays on any itinerary on our tours.

Group Size FWCT plans tours comprised of 26 or fewer participants to encourage a quality personal experience. However, prices are based upon a minimum number of participants and should the minimum number of participants not be reached we may at our discretion cancel the tour or offer the registered participants the opportunity to pay a supplement based on the actual number of registered travelers. We will adjust certain tour components to minimize this supplement. If you prefer, you have the right to cancel or switch to another tour.

Luggage In motorcoach travel, luggage compartments require the restriction of one large suitcase and one carry-on bag per person. Your air carrier may have similar luggage restrictions. Please take note and plan accordingly. We attempt to plan to have empty seats on our motorcoach to accommodate acquisitions made during the tour. Although every effort is made to handle passengers' luggage as carefully as possible, FWCT is not responsible for and does not assume liability or accept claims for loss of or damage to luggage due to breakage, theft or wear and tear through hotel and group carrier handling.

Single Supplement Tour prices are quoted per person double occupancy. Solo travelers who request a single room will be charged a single room supplement. Solo travelers may request to share a twin-bedded room and we will attempt to match appropriate solo travelers but we can not guarantee a successful match. Single rooms may be smaller than double occupancy rooms and if you desire a larger room, you can request a "double room for single use" which may result in a higher rate.

Cancellations and Refunds The following per person cancellation charges may apply. If we receive your written cancellation notice more than 90 days before departure, your payments will be refunded less \$150 per person. If your written cancellation notice is received between 90 days and 60 days

before departure, your payments will be refunded less \$300. Cancellation within 60 days before departure will result in forfeiture of the tour price less amounts which can be recovered for airfare and hotels. There is no guarantee of the possibility or extent of this recovery as FWCT will have incurred nonrefundable supplier penalties. We strongly urge you purchase trip cancellation insurance coverage which may cover such actions.

Travel Insurance We recommend and offer travel insurance to cover your trip in case of certain interruptions. Our carriers offer maximum protection for certain eventualities if the insurance is purchased timely upon initial reservation confirmation. Be certain to request a trip insurance brochure and application form from us.

Food Wine Culture Tours, Inc. Responsibility FWCT's responsibility is strictly limited. As a tour operator and promoter, we organize small group tour programs consisting of certain travel services purchased from various vendors. Neither FWCT, its affiliate entities and its and their employees, shareholders, officers, directors, successors, agents, own or operate any person or entity which is to or does provide goods or services for these trips. Because neither maintains any control over the personnel, equipment, or operations of these suppliers, we assume no responsibility for and cannot be held liable for any personal injury, death, property damage or other loss, accident, delay, inconvenience, or irregularity which may be occasioned by reason of (1) any wrongful, negligent, willful or unauthorized acts or omissions on the part of any of the suppliers, or (2) any defect in or failure of any vehicle, equipment, or instrument owned, operated or otherwise used by any of these suppliers, or (3) any wrongful, willful or negligent acts or omission on the part of any other party not under the supervision and control of FWCT. Additionally, responsibility is not accepted for losses or expenses due to sickness, lack of appropriate medical facilities or practitioners, weather, strikes, theft or other criminal acts, war, terrorism, computer problems, or other such causes. All services and accommodations are subject to the laws of the country in which they are provided. We reserve the right to make changes in the published itinerary whenever, in our sole judgement, conditions warrant, or if we deem it necessary for the comfort, convenience, or safety of the tour. We reserve the right to withdraw from any tour announced. We reserve the right to decline to accept any person as a member of the tour, or to require any participant to withdraw from the tour at any time, when such action is determined by the tour manager to be in the best interests of the health, safety, and general welfare of the tour group or of the individual participant. Neither does FWCT accept liability for any carrier's cancellation penalty incurred by the purchase of a non-refundable airline or other ticket to the tour departure city and return or otherwise. Baggage and personal effects are the sole responsibility of the owner at all times. Participants may be photographed for the promotional purposes of FWCT. Payment of the deposit to FWCT constitutes acceptance of these terms and conditions. We reserve the right to alter the tour without notice. Hotels are subject to change. If for any reason hotel substitutions are of a lower official category, you may elect to cancel and you will be entitled to a refund.

Trip Member Responsibility As a tour participant or organizer of tour participants you have a responsibility to FWCT and to the other tour members. Selecting a tour appropriate to your interests and ability and being in sufficient health and physical well being to undertake the tour are your responsibility. FWCT will make reasonable efforts to accommodate the special needs of tour participants, however all travelers should be aware that facilities outside the U.S.A. for disabled individuals are sharply limited and the ADA is inapplicable. We cannot provide special individual assistance to tour members with special needs for walking, dining or other routine activities needs. Preparing for our tour by reading the pre-departure literature provided to you is essential as is bringing appropriate clothing. Acting in an appropriate manner in accordance with customs and laws of regions visited is expected, as is appropriate behavior to your fellow trip members. FWCT reserves the right to decline participation in a tour to any tour member at any time for any appropriate reason at its discretion. In such case a refund of tour cost of the unused tour services to the extent refunded by the vendors is the limit of FWCT's responsibility. Proof of citizenship is required for all trips outside the U.S.A. We will notify you of any special entry requirements of the destination countries. Passports and Visas are the responsibility of each traveler.