

GENERAL TERMS AND CONDITIONS

Commercial Agreement – Agency Rates and Transport Service 2026

FIRST. PURPOSE

The purpose of this Agreement is to establish the commercial terms and conditions under which preferential rates shall be granted to travel agencies, DMCs, transport providers and commission-based suppliers for the marketing of the tourism services offered by the Company.

SECOND. RATES

Agency and/or transport rates shall be determined in advance by the Company and communicated to the supplier.

Such rates are confidential and intended solely for authorised commercialisation; therefore, they may not be published or offered to the general public.

THIRD. TERM

The rates and commercial conditions shall remain valid throughout the year 2026 or until the Company determines any modifications, which shall be duly communicated in a timely manner.

FOURTH. BOOKINGS

All bookings must be made at least 24 hours in advance, providing complete information regarding the requested service.

The Company does not guarantee availability without prior confirmation.

FIFTH. PAYMENT TERMS

Payment conditions shall be agreed between the parties and may include:

- Advance payment
- Direct payment at the ticket office

- No credit facilities are offered

Failure to comply with payment terms may result in service suspension or penalties.

SIXTH. COMMISSIONS

Commissions shall apply exclusively to suppliers duly registered as commission agents.

The percentage or amount shall be determined by the Company and paid in accordance with the terms agreed between the parties.

Commissions are calculated based on public net rates and do not apply to preferential rates.

SEVENTH. OPERATION OF TRANSPORT SERVICE

The transport service shall operate with a minimum of 6 passengers.

If the minimum number is not reached, the Company may:

- Reschedule the service; or
- Adjust the rate according to operational logistics

Departure times and pick-up points shall be confirmed in advance.

EIGHTH. CANCELLATIONS AND MODIFICATIONS

Cancellations must be made at least 24 hours in advance.

Date changes shall be subject to availability.

Cancellations made outside the established timeframe may be subject to charges.

NINTH. CUSTOMER RESPONSIBILITY

The customer must comply with all internal regulations of the establishment, including the mandatory use of life jackets in the cenotes.

The Company shall not be held responsible for accidents resulting from failure to comply with such regulations.

TENTH. LIMITATION OF LIABILITY

The Company shall not be held responsible for the loss, damage or misplacement of personal belongings within its facilities or during transport, nor for any harm to visitors resulting from non-compliance with established regulations.

ELEVENTH. CONFIDENTIALITY

All rates, commercial conditions and agreements set forth herein are confidential and may not be disclosed without prior authorisation.

TWELFTH. TERMINATION

The Company reserves the right to terminate this Agreement at any time in the event of non-compliance with the established conditions or misuse of the agreed rates.

THIRTEENTH. ACCEPTANCE

The use of the rates and the commercialisation of the services implies full acceptance of these terms and conditions.

FOURTEENTH. USE OF TRADEMARK

The agency, DMC or commission-based supplier may use the Company's name, logo and images solely for the promotion and commercialisation of previously authorised services.

Such use must strictly comply with the Company's brand identity and communication guidelines, without alterations, modifications or any use that may affect its reputation or positioning.

The following is strictly prohibited:

- Use of the trademark without prior authorisation
- Modification of logos, images or official materials
- Creation of misleading advertising or inaccurate information
- Association of the trademark with unauthorised products or services

Any unauthorised or improper use, or any breach of this clause, shall result in the immediate termination of this Agreement, without liability for the Company.

Furthermore, the Company reserves the right to pursue any applicable legal action, including claims for damages, in accordance with the relevant intellectual property legislation.

The Company may request, at any time, the immediate modification or removal of any material that does not comply with these guidelines, and the supplier must comply without delay.

FIFTEENTH. VALUE ADDED TAX (VAT) AND INVOICING

The rates established in this Agreement do not include VAT, unless otherwise stated.

Should a tax invoice be required, the client or agency must request it at the time of payment or within the timeframe established by applicable regulations, providing full fiscal details.

The corresponding VAT shall be charged in accordance with applicable legislation and must be covered by the client or agency, as applicable.

Once the invoice has been issued, no amendments to the fiscal details may be made.