

General terms and conditions

1. INTRODUCTORY NOTE

These instructions and terms and conditions of booking are an integral part of the Contract, i.e. voucher concluded between Panturist and customers which book via Panturist.

2. BOOKINGS AND CONTRACTING

A customer may book a tour arranged by Panturist in all Panturist offices, by phone, by fax, by email and by other means of remote communication, or with other authorized agents. By signing a contract, a voucher or a booking form, the customer completely accepts these Terms and Conditions for booking a tour, which he/she has previously carefully studied. During the booking, and for the purpose of reserving the selected service, the customer pays 40% of the price of the package (per person), unless it is stated differently in the program. The balance to the full price of the package is to be paid at the latest 14 days before the start of the tour, unless it is stated differently in the program (an exception is payment in installments). We will charge you in HRK (Croatian kunas) according to the selling exchange rate of Panturist's commercial bank on the day of credit card charging, therefore, differences when converting into € are possible.

3. PACKAGE PRICE AND CONTENTS

The package price shall include all services described in a program that you receive. All types of special services (single bedroom, special diet, etc.) shall be paid by the customer himself/herself and must be ordered by him/her during booking. If a customer asks for a special service during the tour, he/she shall pay for it directly to the guide or the Agency representative, in the currency of the respective country.

4. RIGHT TO PRICE INCREASE AND RIGHT TO CANCELLATION DUE TO PRICE INCREASE

Prices of all tours are based on the exchange rate of the Croatian currency kuna and foreign currencies. Panturist may ask for an increase of the contracted price in case the following occurred after the contract was concluded:

- a change of the exchange rate in relation to the program publication date,
- a change of the transport costs (fuel, road toll, etc.),
- a change in hotels' or carriers' fees.

Panturist can inform customers on the change in writing or verbally.

A customer may cancel the tour free of charge in case a price change exceeding 10% in relation to the contracted one occurs, at the latest within 48 hours after the receipt of the written notice. If the customer fails to cancel the tour within the stated term either by personal visit to a Panturist point-of-sale or in writing, it shall be deemed that he/she agrees to the changed price.

The published prices are the result of the Panturist's contract with partners and they may not correspond to the prices stated on the spot, at the destination in which the customer is staying.

5. TRAVEL DOCUMENTS

All travel documents shall be sent to you at the latest 7 days before the departure on tour, unless mentioned otherwise in the program.

Travel documents shall include:

- for a package with the use of own transport: the original voucher and written notices, if any,
- for a bus package: the original voucher and the tour program,
- for an airplane package: the original voucher, the tour program, and an airplane ticket.

6. CATEGORIZATION AND DESCRIPTION OF SERVICES

The accommodation facilities offered in Panturist's programs are described according to the official categorization of the respective country valid at the moment of the publication of the program.

Nourishment, modern conveniences, as well as other services offered by hotels/apartments are supervised by local tourist boards, while the standards of accommodation and services differ and are not comparable.

Panturist shall not be responsible for any verbal or written information differing from the description of services and facilities in the published programs which were obtained from a third party.

7. ACCOMMODATION IN ROOMS / APARTMENTS

The rooms/apartments shall be distributed by the reception desk staff at the place of staying. Unless a customer has explicitly contracted a room/apartment with particular features, he/she shall accept any officially registered accommodation unit for rent in the specific facility described in the catalogue and the price list.

Accommodation in a room/apartment is usually not possible before 1.00 p.m. on the service start date, and the customers must usually leave the rooms/apartments until 10.00 a.m. on the service end date. Arrivals after 8.00 p.m. must be advised in advance, unless indicated differently.

Pets are allowed in particular cases with an obligatory additional fee.

The price includes: linen, cutlery, gas, water and electricity. Final cleaning is included unless stated differently.

8. CANCELLATION POLICY

If a customer cancels a booking, Panturist shall keep the following amounts from the full package price:

- up to 30 days prior to the departure, 10% of the package price, at least kn 100 per booking (cca 15 EUR)
- 29 to 22 days prior to the departure, 25% of the package price
- 21 to 15 days prior to the departure, 40% of the package price
- 14 to 8 days prior to the departure; 80% of the package price
- 7 days prior to the departure and after the tour start date, 100% of the package price.

The stated costs of cancellation shall also apply on changes of the departure date or the type of the accommodation facility, i.e. the type of the room/apartment, as well as on other major changes. An eventual different scale from the stated one is included in a specific program to which it refers.

If a customer which cancels the tour finds a new user of the same booking, Panturist shall charge only the costs caused by the replacement. In case of the cancellation of all the packages, the costs for obtaining of visa/s or travel documents are not refunded.

If a customer cancels the tour or shortens the travel due to bad weather conditions, Panturist shall apply the above mentioned scale and subsequent complaints shall not be acknowledged.

9. INSURANCE FROM RISK OF CANCELLATION

If, during the booking of a tour, a customer anticipates that he/she would have to cancel the tour due to unexpected obstacles, in order to avoid the costs in case of the tour cancellation stated in Item 9 of these Terms and Conditions, he/she can pay the insurance from the risk of cancellation. The insurance from the risk of cancellation is charged during concluding the Contract and it cannot be paid subsequently. The insurance premium is calculated depending on the value of the tour, according to the price list of the insurance company. During renting of an apartment, it is obtained by dividing the rent price with the number of persons in the apartment. An unanticipated obstacle has occurred if any of the following circumstances have taken effect:

- Serious illness or death (of the insured person, of his/her spouse, of his/her child, of his/her parent, brother or sister or his/her spouse's parent, brother or sister, of his adoptee or adopter).
- Natural disaster
- Military drill

In case of the cancellation of a tour package, the amount of the insurance from the risk of cancellation shall not be refunded. Also, in case of the cancellation of a tour, the cost of obtaining visas shall not be refunded although a customer paid the insurance from the risk of cancellation.

If the customer does not have the insurance from the risk of cancellation paid, and he/she must cancel the tour due to the stated unanticipated obstacles, Panturist keeps the right of payment according to the rules stated in Item 9. Other insurance conditions shall be enclosed to the insurance policy.

10. INSURANCE FROM CONSEQUENCES OF ACCIDENT AND ILLNESS, INSURANCE FROM RISK OF DAMAGE AND LOSS OF BAGGAGE AND VOLUNTARY HEALTH INSURANCE OF PERSONS DURING TRAVELLING AND STAYING ABROAD

Tour prices do not include the insurance from the risk of accident and illness while on travel, the insurance from the risk of damage and loss of baggage or voluntary health insurance. By signing the tour Contract, with these Terms and Conditions as its integral part, it is understood that additional insurances stated in the previous paragraph have been offered and recommended to customers.

In case that the customer requests the stated insurances, they can be contracted directly with an insurer or through Panturist, whereby Panturist acts only as a mediator.

We recommend that you study the insurance terms carefully before the purchasing.

11. CANCELLATION BY PANTURIST OR CHANGE OF PROGRAM

If the sufficient number of passengers has not booked the program, Panturist reserves the right to cancel the travel but at the latest 3 days prior to the tour start date. The minimum number of passengers required for a specific travel shall be specially marked on each program/package. Panturist also reserves the right to a full or partial change of the tour program in case before the tour start date extraordinary circumstances occur that could not have been anticipated or avoided.

Panturist also reserves the right to change the date or the time of the departure due to a change in the flight schedule or the onset of unanticipated circumstances, as well as the right to change the route in case of a change in travel conditions, such as: the changed flight schedule, safety conditions in a country, (unfavorable) weather conditions without paying out the

damages, according to the current regulations in the international traffic.

If the tour is cancelled by Panturist, the customer shall be entitled to payment of the full paid amount.

12. PASSPORTS AND VISAS

Customers are obliged to have valid passports. Invalid passports leading to a cancellation of the travel shall not have any harmful consequences for Panturist, and, if Panturist would suffer an additional damage due to such an omission by a customer, the customer is obliged to compensate the same.

If a passport is lost or stolen during travel, the costs of issuing of a new passport shall be borne by the customer himself/herself. During arrangements with a transport organized by Panturist, Panturist's guide shall assist the customer in such a situation, taking care about the normal course of the program thereby. If a visa is required for a travel, Panturist may mediate in its obtaining at a special additional fee. Panturist shall not be responsible for decisions by customs or police or other state authorities banning a passenger's entry into a particular country.

13. FOREIGN EXCHANGE AND CUSTOMS REGULATIONS

Customers are obliged to comply with all foreign exchange and customs regulations, as well as with laws and other by-laws of the Republic of Croatia and other countries through which they travel and where they stay. If the tour cannot be continued because of a violation of regulations by a customer, all costs and consequences shall be borne by the violator alone.

14. BAGGAGE

Transport of baggage by plane is free of charge up to the weight defined by the airline company. The customer pays for the excess baggage according to the current prices of the airline company. Regardless of age, children are not entitled to a free of charge baggage transport in air transport.

In case of bus transport, a customer may bring along 2 pieces of personal baggage.

Customers are obliged to take care about their belongings brought onto a bus and are obliged to bring them along whenever leaving the bus. Otherwise, customers shall be responsible for theft, loss or damage of objects left unattended in the bus.

15. COMPLAINTS

Customers are obliged to write down a complaint in the book of complaints directly with the service provider, which will endeavor to provide the agreed service, i.e. correct mistakes. If there is no improvement even after the complaint, the customer should ask for a certificate from which it is evident that the service has not been provided, i.e. that it has not been provided in the stipulated way. The customer is to enclose the certificate to his/her written complaint. The customer is to make a written complaint at the latest 8 days after the end of the travel. If the customer makes a written complaint after the expiry of that term, Panturist is not obliged to take such a complaint into consideration. For resolving of complaints on services abroad, it is obligatory to comply with the rule of reporting the complaint with issuing of the certificate on the very spot, and the deadline for submitting of the complaint.

The organizer is obliged to make a written decision regarding the complaint within 14 days after the receipt of the complaint, and it can postpone the term for making the decision about the complaint by another 14 days on account of collecting the information. The organizer shall resolve only such complaints which could not have been eliminated at the very place of the stay.

While the procedure of resolving is under way, but 14, i.e. 28 days after lodging of the

complaint at the most, the customer waives the right of mediation by any other person, the arbitration by UHPA or another institution, as well as providing information to the media. During the same period of time, the customer also waives the right to a suit.

The maximum amount of compensation per complaint may reach the amount of the advertised part of services, but it may not include the services already used, or the entire package amount.

The customer and Panturist will endeavor to resolve disputes in mutual agreement, and, on the contrary, they stipulate the competence of the court in Osijek. The competent law will be the Croatian law.

16. PANTURIST'S OBLIGATIONS

Panturist is obliged to take care about providing of services, as well as about the choice of service providers with the care of a good businessman and to take care about the customers' rights and interests in compliance with good practices in tourism

Panturist is obliged to provide to the customer all the contracted services for a particular package, and to provide answers in case of eventual failure to perform services or a part of services.

Panturist shall fulfill all the mentioned obligations from its programs completely and as described, except in the event of Force Majeure or changed circumstances. In such cases, Panturist shall offer a substitute solution if that is possible. Panturist is not obliged to provide services beyond these Terms and Conditions.

17. CUSTOMER'S OBLIGATIONS

The customer is obliged to take care that he/she personally meets the conditions anticipated by the regulations of the Republic of Croatia and the country through which or to which he/she travels, and to observe the house rules in hotel and other facilities, as well as to cooperate with the representative of the organizer and with service providers.

The customer shall be personally responsible for any damage he/she causes, particularly for the damage arisen as the consequence of failure to observe the contract and these General Terms and Conditions. The customer shall cover the damage he/she caused immediately at the hotel reception desk and at another place stipulated by the physical or legal person to which he/she caused the damage.

18. FINAL PROVISIONS

These General Terms and Conditions are an integral part of the Contract that a customer concludes with Panturist, i.e. an authorized travel agency in which he/she booked a travel organized by Panturist. Possible/anticipated deviations from these Conditions must be stated with the text of the tour program. By signing the contract, the customer fully accepts the program and the conditions of the travel. This issue of the Terms and Conditions of travel includes all the earlier issues.