

GENERAL TRAVEL TERMS IN PBZ CARD LTD. TRAVEL AGENCY

1. TERMS

General Travel Terms - General Travel Terms in PBZ Card Ltd. Travel Agency

Agreement - either an agreement on organizing a trip or a travel package deal agreement, closed between the Travel Organizer and the Travel Contractor in order to realize a trip according to the specific Travel Offer / Travel Package Deal offer

Travel Organizer - PBZ Card Ltd. Travel Agency.

Travel Contractor – a person who closes a Travel Agreement with the Travel Organizer, regardless of who the Traveler is.

Traveler - a person who personally undertakes a trip, regardless if that person is at the same time also the Travel Contractor.

Trip - a single service whose realization is agreed by the Travel Organizer and the Travel Contractor through the Travel Agreement and in accordance with the definition from the Tourism Services Act.

Travel Package Deal - a combination of at least two different travel services for the specific trip or holiday, the realization of which is agreed by the Travel Organizer and the Travel Contractor by means of a Travel Package Deal Agreement, and in accordance with the definition in the Tourism Services Act.

Travel Offer – offer of a specific trip that also describes a trip plan which by closing the Agreement forms the integral part of that Agreement, provided that the Agreement does not specify otherwise

Travel Package Deal Offer – offer of a specific travel package deal with standard contractual information about the package deal which also describes the plan, content and total price of traveling in the package arrangement and which, upon receipt by the Travel Contractor becomes an integral part of the Travel Package Deal Agreement.

Voucher - a written document issued to an individual name or a group of travelers, that contains non-transferable right of the addressees to the services stated, i.e. the order to the immediate service provider to provide services to the addressed persons.

Subagent - third parties through which the Travel Organizer promotes and sells its Trips / Travel Package Deals.

All terms mentioned in these General Travel Terms, written with a capital letter, carry the meaning given in this Article of the General Travel Terms, unless they are defined differently by the Agreement.

2. GENERAL PROVISIONS

General Travel Terms, Travel Offer / Travel Package Deal Offer and the Form with Standard Information for the Travel Package Deal Agreement are all integral parts the Agreement that the Travel Contractor closes with PBZ Card Ltd. Data contained in the Travel Offer / Travel Package Deal Offer may be changed only by the consent of both contracting parties in writing.

In case the provisions of the Agreement and/or Travel Offer and/or General Travel Terms and/or Travel Package Deal Offer the contractual relationship between the Travel Contractor and the Travel Organizer shall be governed first by the Agreement and then by the General Travel Terms.

By signing the Agreement the Travel Contractor accepts these General Travel Terms in full.

The Agreement shall be considered mandatory after being signed by both contracting parties.

Under condition that the Travel Contractor is not able to sign the Agreement in person, the Agreement shall be legally binding i.e. produces legal effects only when the Travel Contractor has received the amount of the agreed price in full, or partially, but the payment of the remaining amount is indisputably secured by the agreed date.

3. REGISTRATION AND PAYMENT

Travel registration may be done by anyone quoting the names of the Travelers and their other information necessary to realize the Trip, in the Travel Organizer's office personally, or by phone, fax, e-mail, by www.pbzcard-travel.hr or other means of communication, as well as at the authorized Subagents' offices.

The Travel Contractor / the Traveler is obligated, upon the request of the Travel Organizer, to provide all data and documents required to realize the Agreement.

The Travel Organizer has the right to request and keep copies of the documents if this is required to realize the Agreement. In case the Travel Contractor / the Traveler fails to deliver the required data within the determined period and in the manner quoted in the Travel Organizer's request, it is considered that he has given up the Agreement.

The Travel Contractor / the Traveler shall be responsible for all the damages caused to him or the Travel Organizer by providing false and/or incomplete data, i.e. documents.

In case the Travel Contractor pays by transfer order, he/she is requested, upon the conclusion of the Agreement, to make the advance payment in the amount of 40% of the Trip / Travel Package Deal per Traveler, and the remaining amount to the full price of the Trip / Travel Package Deal is to be paid at the latest 15 days before the Traveler commences the trip. In case the Travel Contractor does not pay the rest of the price within the agreed period, the Agreement shall be

deemed cancelled and the Travel Organizer reserves the right to act according to Article 9 of these General Travel Terms.

It is considered that the Travel Contractor has fulfilled the advance payment obligation on the day on which the amount of the advance payment is recorded on the Travel Organizer's account.

The advance payment shall be included in the Trip / Travel Package Deal price. In case the Travel Organizer is unable to confirm the reservation for the advance payment, the paid amount shall be refunded in full to the payer.

4. TRAVEL PACKAGE DEAL PRICE, SPECIAL SERVICES

The Travel Package Deal prices are listed in kunas and shall be valid from the date of the Travel Package Deal Offer. The Travel Package Deal prices, unless the Agreement states otherwise, shall in general include transport, accommodation and catering services, travel organization costs and the obligatory legal insurance (deposit), airport taxes if transport by airplane was agreed.

The Travel Organizer shall ensure providing of special services under the condition that these services are listed and described in the Travel Package Deal Offer or in the Travel Package Deal Agreement.

In case these special services are not an integral part of the Travel Package Deal Offer and which the Travel Contractor / Traveler may order prior or during the Travel Package Deal, the Travel Organizer shall endeavor to ensure provision of these services from their immediate provider. In this case, the Travel Contractor / the Traveler shall be obligated to pay the price for the requested special services in the manner and according to terms requested by the direct service provider, increased for the fee for obtaining services that belongs to the Travel Organizer even in case the Travel Contractor / the Traveler gives up the ordered special services.

Subsequently contracted services after the execution of the Travel Package Deal has begun, are not considered as integral part thereof.

Possible special discounts to the full price of the Travel Package Deal are applicable only if stated in the Travel Package Deal Offer.

5. PRICE CHANGE

The Travel Organizer reserves the right to change the price of the Trip / Travel Package Deal stated in the Agreement in case the price increase is the consequence of an increase in the cost of transport of passengers resulting from the fuel costs or other energy sources, the amount of taxes or fees for the Trip / Travel Package Deal services included in the Agreement, which are determined by third parties not directly involved in the performance of the Trip / Travel Package Deal, including tourist taxes, fees for landing or fees for embarkation or disembarkation in ports and airports or changes in foreign exchange rates related to the Trip / Travel Package Deal.

6. TRAVEL DOCUMENTATION

Travel documents are documents that the Travel Organizer shall submit to the Travel Contractor / Traveler, which are necessary to realize the trip from the Agreement (for instance, the original voucher, Travel Itinerary, airplane tickets, possible written information and so on).

All travel documents shall be delivered to the Traveler at the latest 7 days before the trip, unless the Travel Offer / Travel Package Deal Offer should state otherwise.

In order to avoid misinterpretation, the travel documents as described in these General Travel Terms are not considered as travel identification documents.

7. CHANGE OF AGREEMENT

In case the Travel Organizer, prior to the departure, significantly changes the agreed Trip / Travel Package Deal (program, accommodation or price and similar) he shall be requested to inform the Travel Contractor / Traveler in writing and without delay. The Travel Organizer may offer the Travel Contractor the substitute Trip / Travel Package Deal, indicating the modifications and their influence on the agreed price of the Trip / Travel Package Deal. The Travel Contractor shall within 2 (two) working days from receiving such an offer, inform the Travel Organizer on the acceptance or terminate the Agreement.

In case the Travel Contractor declines the modifications and terminates the Agreement and does not accept the substitute Trip / Travel Package Deal, he is entitled to reimbursement of the entire paid amount and the compensation for the damage.

If the Travel Contractor ignores the Travel Organizer's notice and offer, after a two-day period it will be assumed that the Agreement is terminated.

The Travel Contractor/ the Traveler has no right to damage compensation if the modifications to the Trip / Travel Package Deal are caused by extraordinary external circumstances that the Travel Organizer could not have anticipated, avoided or removed.

In case the Travel Organizer has not provided a larger portion of the negotiated services after the Trip / Travel Package Deal has begun, or the Travel Organizer anticipates not to be able to provide such services, the Travel Organizer may, at his own expense and with the consent of the Traveler, change the Trip / Travel Package Deal and, if necessary, reimburse the Travel Contractor for the difference in price between the agreed and the actually provided services.

If it is impossible to alter the Trip / Travel Package Deal in the appropriate manner or the Travel Contractor does not accept the changes for justified reasons, the Travel Organizer shall, at his own expense, enable the Traveler to return to the departure location or some other location, if the Traveler agrees, and reimburse him for the amount appropriate to the unused portion of the Trip / Travel Package Deal.

The Traveler may during the journey change his Trip / Travel Package Deal, that is, the agreed services only upon the prior written consent from the Travel Organizer, under the condition that prior to the change of the Trip / Travel Package Deal he pays the difference in price in case such changes increase the price of the Trip / Travel Package Deal.

8. TRIP / TRAVEL PACKAGE DEAL CANCELLATION BY THE TRAVEL ORGANIZER

Without obligation to the Travel Contractor for compensation for the damage, the Travel Organizer may cancel the Trip / Travel Package Deal due to force majeure before or during the Trip / Travel Package Deal, as well as in case of an insufficient number of travelers who booked the trip, as stated in each Travel Package Deal Offer. In case the Travel Organizer cancels the Trip / Travel Package Deal due to the insufficient number of Travelers who booked it, his right to cancel the Trip / Travel Package Deal may be executed at the latest as follows:

- twenty (20) days prior to the start of the Travel Package Deal for the arrangements that last more than six days
- seven (7) days prior to the start of the Travel Package Deal for the arrangements that last between two and six days
- 48 hours prior to the start of the Travel Package Deal for the arrangements that last less than two days

In case the Travel Organizer cancels the Agreement, the Travel Contractor has the right to the refund of the full paid amount.

9. TRIP / TRAVEL PACKAGE DEAL CANCELLATION BY THE TRAVEL CONTRACTOR / TRAVELER

a. In case the Travel Contractor / Traveler cancels the Trip / Travel Package Deal, the Travel Organizer retains the paid amount depending on the time of cancellation, as follows:

- up to 30 days before departure - 10 % of the price, minimum 100,00 kunas
- 29 to 22 days before departure - 25 % of the price
- 21 to 15 days before departure - 40 % of the price
- 14 to 8 days before departure - 80 % of the price
- 7 to 0 days before departure - 100 % of the price
- after departure - 100 % of the price.

In case the actual expenses, that is, the share in fixed expenses of the group are greater than those from the above table, the Travel Organizer reserves the right to collect the costs incurred. These notice periods apply also in case the departure date has been changed. In case the Travel Contractor / the Traveler cancels the Trip / Travel Package Deal during the Trip / Travel Package Deal, due to extraordinary external circumstances which could not have been anticipated, avoided or declined at the time the Agreement was signed, the Travel Organizer has the right to be reimbursed only for the actual expenses.

If the Travel Offer / Travel Package Deal Offer defines different conditions for the Trip cancellation, the termination conditions of the such Travel Offer / Travel Package Deal Offer shall apply.

b. When negotiating charter trips, incentive trips, cruises, foreign language courses abroad, congress trips, fairs and other specific programs, as well as programs during Christmas, New Year's, Easter and other holidays, special terms of collecting expenses of Trip / Travel Package Deal cancellation shall apply. In case the Travel Contractor / the Traveler should cancel the Trip / Travel Package Deal, the Travel Organizer reserves the right to collect all incurred costs, up to the full price of the Trip / Travel Package Deal, regardless of the cancellation deadlines as stated in Article 9.a of these General Travel Terms.

In case of canceling the Travel Package Deal that includes air and/or ship transport, the terms and conditions of the refund are defined in the terms and conditions of the airline company / the shipping company.

A verbal cancellation by the Travel Contractor / the Traveler shall be confirmed in writing, by a letter, fax or e-mail. In case the Travel Contractor / the Traveler does not confirm the cancellation in writing, the cancellation shall be disregarded.

If the Travel Contractor / the Traveler, upon his own request, cancels the Trip / Travel Package Deal that is in progress, they have no right to a compensation of the expenses incurred due to the earlier return to the place of departure.

10. TRAVEL INSURANCE

The agreed Trip / Travel Package Deal price does not include voluntary health insurance of persons while traveling and staying abroad (travel health insurance abroad) and/or private liability insurance and/or luggage insurance and/or insurance against trip cancellation or interruption and/or insurance of persons against accidents. Prior to closing the Agreement, the Travel Organizer shall offer the Travel Contractor / the Traveler the aforementioned insurances. The Insurance

Agreement may be signed with the insurance company offering such insurance policies or with the Travel Organizer, who then acts in the name and for the account of the insurance company.

11. HEALTH REGULATIONS

The Travel Contractor / the Traveler is requested to inform the Travel Organizer of all facts regarding his health or habits of the Traveler that may affect the Trip / Travel Package Deal (if for health or other reasons, the Traveler requires a certain type of food, has a chronic disease, allergies and so on). In some Travel Offers / Travel Package Deal Offers there are travel regulations that include an obligatory vaccination and obtaining appropriate documents, as regulated by the World Health Organization for traveling in certain countries, that is, according to the regulations of the destination or the travel-through country, so that the Traveler is obligated to be vaccinated and/or obtain appropriate documents on vaccination. The Traveler shall be responsible to possess valid certificates and documents on vaccination. In case the journey does not begin or is interrupted because the Traveler failed to get vaccinated, i.e. does not possess the appropriate document on vaccination, Article 9 of these General Travel Terms shall apply.

12. PERSONAL TRAVEL DOCUMENTS

Travelers are requested, at their own expense, to obtain and possess valid personal travel documents for the whole duration of the journey. The Travel Contractor / the Traveler shall be solely responsible in case he is unable to realize the Trip / Travel Package Deal due to the lack of valid personal travel documents. In such cases the Travel Contractor / the Traveler shall be considered to have cancelled the Trip / Travel Package Deal and Article 9 of these General Travel Terms shall apply.

In case of theft or loss of personal travel documents during the Trip / Travel Package Deal, the Traveler shall be responsible for the costs of obtaining new documents, as well as for the expenses resulting from this. The Travel Organizer shall assist the Traveler in case of theft/loss of personal travel documents, respecting the normal course of the Trip / Travel Package Deal. The Travel Organizer shall not be responsible for the decisions of customs, police and other official bodies who do not allow the Traveler to enter or exit specific countries, and in that case provisions from the General Travel Terms regarding the termination or cancellation of the trip by the Travel Contractor / the Traveler, shall apply. In case a visa is required for the Trip / Travel Package Deal, the Travel Organizer may, at a special fee, mediate in issuing the visa, if such services have been agreed upon with the Travel Contractor, i.e. the Traveler. The Travel Organizer does not guarantee the obtaining of the visa.

13. TRAVELER'S OBLIGATIONS

The Traveler shall respect the rules of conduct in accommodation premises (e.g. hotels, hostels, apartments, college, residences, private accommodation and so on), that is, means of transportation, and refrain from endangering by his conduct a regular and undisturbed course of the Trip / Travel Package Deal itinerary. In case the Traveler causes damages to the service provider in the accommodation premises or transport vehicles, i.e. prevent regular and undisturbed course of the Trip / Travel Package Deal, the Traveler shall eliminate such damages, that is, reimburse the damaged party in collaboration with the service provider and the Travel Organizer.

In case the Traveler endangers the regular and undisturbed course of the Trip / Travel Package Deal, the Travel Organizer shall be entitled to compensation for damages, as well as to terminate the Trip / Travel Package Deal. This shall be treated as Trip / Travel Package Deal termination upon the Traveler's request.

If the Traveler from the case described in the previous paragraph is a minor, i.e. a child, the parent is obligated to accept the child's return home, i.e. to pick up the child at his own cost.

The Traveler shall respect the foreign currency and custom regulations of the Republic of Croatia, as well as the legal regulation of all destination and transit countries during the journey. In case it is not possible to continue the Trip / Travel Package Deal, all incurred costs shall bear the Traveler.

14. TRAVEL ORGANIZER'S OBLIGATIONS

The Travel Organizer shall care for the provision of services, as well as the selection of service providers, in the manner of good business practices. The Travel Organizer shall care for the rights and interests of the Traveler in accordance with good business customs in tourism. The Travel Organizer shall provide all services from the Travel Itinerary to the Traveler and shall be liable to the Travel Contractor, potential failures to provide or a partial provision of such services. The Travel Organizer shall not be liable for potential errors during the publishing of Trip / Travel Package Deal itinerary.

The Travel Organizer shall provide all agreed services in full and as described in the Agreement, except in cases of force majeure (traffic accidents, weather conditions, terrorist acts and so on). In such cases the Travel Organizer shall ensure the provision of services depending on the instructions from the government of the country where the force majeure event occurred. In case the country included in the Travel Offer / Travel Package Deal Offer at the time of departure or during the

journey should not guarantee the safety of the stay and/or transit, the Travel Organizer retains the right to modify the Trip / Travel Package Deal itinerary according to such circumstances.

The Travel Organizer shall guarantee the quality of services in accordance with the standards of the country where such services are provided. The Travel Organizer shall exclude every liability in case of modifications or failures to provide services if caused by force majeure, as well as by transport delays that are not the responsibility of the transport service provider according to the positive regulations and international conventions. In such cases, the Travel Organizer shall not be obligated to cover Traveler's additional costs. In case of terrorist actions, natural catastrophes, epidemics, unrests or wars in some regions, as well as other reasons that are beyond the Travel Organizer's control, which happen during the journey, the Travel Organizer shall enable the Traveler to return to the place of departure.

The Travel Organizer shall warn the Travel Contractor / the Traveler about the level of standards in the destination country (differences in relation to the standards of the country in which the Traveler permanently or temporarily resides), as well as on the possibility of variation from the Trip / Travel Package Deal itinerary due to local customs and rules.

15. INSURANCE IN CASE OF INSOLVENCY OR BANKRUPTCY - DEPOSIT

The Travel Organizer has paid to an insurance company an insurance policy in case of insolvency or bankruptcy of the Travel Organizer that may prevent the Travel Package Deal, that is, for the reimbursement of the Traveler's expenses to return to the place of departure. In case of such an insured event, the Travel Contractor / the Traveler should as quickly as possible contact the insurer listed in the Agreement, or the other appropriate document, and submit the necessary documentation upon the insurer's request.

16. INSURANCE FROM LIABILITY OF THE TRAVEL PACKAGE DEAL ORGANIZER

The Travel Organizer has paid to an insurance company for the Travel Package Deal Organizer's liability insurance policy for the damages caused to the Travel Contractor / the Traveler by failure to meet obligations or by partially or mischievous fulfillment of obligations related to the Travel Package Deal.

17. TERMS OF PASSENGER AIR TRANSPORT

Terms of airline transport of passengers and baggage are defined by the airline company and the Traveler is requested to obey them.

18. BAGGAGE

The Travel Organizer shall not be liable neither for the damaged, stolen or lost baggage, nor for the luggage or valuables stolen in the hotel (renting and using of a safe is recommended), that is, in the transport vehicles. Every theft or damage shall be reported by the Traveler to the transport company or at the reception of the accommodation facility.

19. CATEGORIZATION AND SERVICE DESCRIPTION

The offered accommodation and transport services are described according to the official categorization of the state where the Traveler stays during the journey, valid at the time of issuing the Travel Offer / Travel Package Deal Offer. All services in the accommodation and transportation units (hotels, apartments, trains and so on) are under supervision of the local tourist boards, which may result in different and incomparable standards of accommodation and services. The Travel Organizer shall not be liable for information that may differ from descriptions of services and facilities as published in the Travel Offer / Travel Package Deal Offer that the Travel Contractor / Traveler obtains from third parties.

20. RECEPTION AND ACCOMMODATION

The rooming of Travelers in accommodation facilities is organized at the reception of the accommodation facility. In case the Travel Contractor, i.e. the Traveler did not explicitly stipulate a room or an apartment with specific features, he shall accept any officially registered room, apartment, cabin or similar, described in the Travel Offer / Travel Package Deal Offer.

Prior to signing the Agreement, the Travel Contractor / the Traveler who wishes to travel with pets, is obligated to request information from the Travel Organizer on the accommodation of pets in the accommodation facilities and on possible additional charges.

The Traveler shall comply with the rules of the accommodation units regarding the check-in and check-out times or the Traveler shall be responsible for potential additional costs.

21. COMPLAINTS

In case the Travel Contractor / the Traveler files a complaint in relation to the failure to provide / partially provided individual services from the Trip / Travel Package Deal, the complaint shall be made to the person obligated to provide the service in a regular manner, without delay, and to the Travel Organizer not later than 8 days from the end of the Trip / Travel Package Deal. The Travel Organizer shall not be obligated to take into consideration a complaint made after this deadline.

The Traveler shall comply with the Travel Organizer and the immediate service provider in order to eliminate the cause of the complaint.

In case the Traveler does not accept a solution offered on the spot that is appropriate in type and quality to the contracted service, the Travel Organizer shall not accept the Traveler's / Travel Contractor's subsequent complaint, and neither is the Travel Organizer obligated to respond.

If the service has not been provided in the agreed manner after the complaint, the Traveler shall request a written confirmation from the service provider and enclose it with his written complaint and submit it at the latest eight days after the return from the journey, otherwise the Travel Organizer may not consider the complaint. Complaints submitted upon return without enclosed written confirmation shall be deemed unjustified.

The Travel Organizer shall deliver a written response to the complaint within 15 days after receiving the complaint, and is entitled to ask for a prolongation in order to collect information and verify the complaint with the service provider. The Travel Organizer shall deal only with complaints whose cause could not have been eliminated on the spot.

Until the Travel Contractor / the Traveler receives the Travel Organizer's decision, the Travel Contractor / the Traveler waives the right to start any procedure related to the complaint, or to release any information in the media. The highest compensation for the complaint may amount to the price of the reclaimed part of the service, cannot include services provided, nor the total price of the Travel Package Deal. This also excludes the right of the Travel Contractor / the Traveler of compensation for non-pecuniary damages.

In case of the "fortune system" or the "last minute" travel agreements, the Traveler / Travel Contractor has no right to complain about the accommodation.

22. OBLIGATION TO CONSIDER THE CONCILIATION OPTION

In case of disputes resulting from or in relation to this Agreement, the parties agree to first consider the option of a peaceful resolution of such disputes in the process of conciliation in direct contact. In any case a proposal for conciliation can be submitted to the Conciliation Center of the Croatian Chamber of Commerce, Rooseveltov trg 2, 10000 Zagreb, mirenje@hgk.hr, www.hgk.hr.

23. JURISDICTION AND THE APPLICABLE LAWS

The contracting parties shall attempt to resolve all disputes that arise from this Agreement in a peaceful manner and in accordance with Article 22 of these General Travel Terms. Otherwise the parties agree on the jurisdiction of the competent court in Zagreb and the application of the valid regulations of the Republic of Croatia.

24. PROTECTION OF PERSONAL INFORMATION

Traveler's personal information shall be used for the purposes of realizing the Agreement, which includes forwarding of personal information to third parties in the country and abroad, as well as to insuring companies in case the Travel Contractor / the Traveler stipulates the selected insurance through the Travel Organizer, as well as for the purposes of further communication. The Travel Organizer is bound to use the obtained information only for the purposes of realizing the requested services, and shall not reveal, give or sell them to third parties. Personal information shall be kept in a data base, in accordance with the decision of the Management Board of the Travel Organizer on the manner of gathering, processing and safekeeping of personal information.

25. APPLICATION OF GENERAL TRAVEL TERMS ON CRUISING / SHIP TRANSPORT

If the Trip Offer / Travel Package Deal Offer is related to cruising, that is, includes ship transport, the application of these General Travel Terms shall be excluded regarding the provisions determined differently by the terms and conditions of the shipping company. In such cases the terms and conditions of the shipping company shall apply, except for the rights of the Travel Organizer to cancel the journey due to an insufficient number of Travelers, and the journey may be cancelled in case of an insufficient number of Travelers according to the specific regulations of the terms and conditions of the shipping company or General Travel Terms.

By signing the Agreement, the Travel Contractor confirms to have received the terms and conditions of the shipping company and agrees that such terms and conditions form an integral part of the Agreement, and accepts the terms and conditions of the shipping company in full.

26. FINAL PROVISIONS

These terms and conditions become effective on March 1, 2019. On the day of adoption of these General Travel Terms in PBZ CARD Ltd. Travel Agency, General Travel Terms in PBZ CARD Ltd. Travel Agency from March 15, 2017 shall be considered null and void.

In Zagreb, February 2019