



GENERAL TERMS AND CONDITIONS FOR PACKAGE TRAVEL ARRANGEMENTS

GENERAL PROVISIONS

These General Terms constitute an integral part of the Agreement on Package Travel Arrangement (“**Agreement**”) concluded between the Agency as the tour operator on the one side and the Contracting Party on the other side.

These General Terms are applicable only to package travel arrangements organized by the Agency and they will not apply in the event that the Agency acts as an intermediary and/or seller of services provided by other travel agencies. In the latter case, the operator in charge of the tour will be specified in the Agreement and the general terms and conditions of that operator, which the Agency will make available to the Contracting Party, will apply.

In the event of any conflict between the terms of the Agreement and/or the Tour Plan and these General Terms, the terms of the Agreement or the Tour Plan will prevail. In the event of any conflict between the terms of the Agreement and the Tour Plan, the terms of the Agreement will prevail.

DEFINITIONS AND INTERPRETATION

In addition to the capitalized terms defined in other sections of the Agreement and in these General Terms, capitalized terms in the General Terms have the following meaning:

“ Agency ”	MARUNUŠA j.d.o.o., with head office at the address Drniška cesta 2/b, 22300 Knin, Croatia, registered in the Court Registry of the Commercial Court in in Zadar - permanent service in Šibenik under Court Reg. No.: 110036398, PIN: 14322844387
“ GDPR ”	General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016)
“ Ministry ”	Ministry of the Republic of Croatia competent for tourism (the Ministry of Tourism and Sport)
“ General Terms ”	These General Terms and Conditions for the Agency’s package travel arrangements
“ Tour Plan ”	A document constituting an integral part of the Agreement, which contains precontractual information from Article 29(1), items a), b), c), d), e) and f) of the Act
“ Traveller ”	Any person entitled to travel under the concluded Agreement
“ Reasons for which the Agency is not responsible ”	The following reasons, based on which the Agency will be exempted from liability for damage caused to the Traveller, provided that the Agency presents proof thereof: a) Non-compliance attributable to the Traveller; b) Non-compliance attributable to a third party unrelated to the provision of travel services falling within the scope of the Agreement on Package



	Travel Arrangements, provided that such non-compliance is unforeseeable or unavoidable; or c) Non-compliance arising from extraordinary and unavoidable circumstances ¹
“Contracting Party”	Person who wishes to conclude or has concluded an Agreement with the Agency to his own benefit and/or to the benefit of one or more Travellers
“Act”	The Act on the Provision of Tourism Services (Official Gazette 130/2017, 25/2019, 98/2019), as subsequently amended

The definitions contained in these General Terms will apply to singular and plural forms of these terms. All terms defined in these General Terms have the defined meaning when used in any certificate or other document drawn up or submitted in accordance with the Agreement, unless otherwise defined therein. Gender-specific terms used in these General Terms will apply to both male and female gender equally. Whenever the terms “include”, “includes” or “including” are used in these General Terms, it will be deemed that they are followed by the phrase “but not limited to.” The titles of sections in the Agreement and in these General Terms are provided only for ease of reference and have no effect on the interpretation of the Agreement or these General Terms. Any reference to the “Agreement” denotes the Agreement as a whole, rather than any particular term of the Agreement. Legal terms used in these General Terms will be interpreted in accordance with Croatian law, rather than in accordance with the meaning of such legal terms in any other country or jurisdiction. The terms used in these General Terms have the meaning defined in the Act, unless otherwise specified in these General Terms.

PERSONAL DATA PROTECTION

The Contracting Party and the Travellers voluntarily provide their personal data to the Agency. The Agency requires the Contracting Party’s and the Traveller’s personal data in the process of realizing package travel arrangements under the Agreement. Such data will be used for further communication, as well as for contracting and performing the services included in the package travel arrangements. The Agency will process, use and store the Contracting Party’s and the Traveller’s personal data in accordance with the applicable regulations, including GDPR. The data will not be transferred outside of the country nor provided to any third parties except suppliers and associates involved in the realization of the package travel arrangements under the Agreement. The Contracting Party’s and the Traveller’s personal data will be stored in a database, in accordance with the Agency’s decision on the method of personal data collection, processing and storage.

Provided that the Contracting Party/Traveller has given his consent for that purpose, the Agency may use his personal data for marketing purposes (e.g. for sending notices, special offers, promotions and newsletters). The Contracting Party and each Traveller may withdraw their consent for using personal data for marketing purposes at any moment by sending a request by e-mail to the Agency at info@marunusa.hr.

¹ This concerns the reasons referred to in Article 44(2) of the Act, where the burden of proof lies with the Agency.



The Agency's Rules on Protection of Privacy are available on the Agency's website at www.marunusa.hr. By concluding the Agreement, the Contracting Party acknowledges that he has read the above Rules, familiarized all Travellers therewith and that the Contracting Party and the Travellers fully understand and accept said Rules.

BOOKINGS AND CONCLUSION OF AGREEMENT

The Contracting Party may submit to the Agency an inquiry regarding package travel arrangements and a booking request in person at the Agency's branch office, by phone, by fax, by e-mail info@marunusa.hr or at the Agency's website www.marunusa.hr.

To confirm the reservation, the Contracting Party is obliged to pay the Agency the full amount of the service specified in the Contract. The Contracting Party shall make the payment of the full amount on the basis of a written proposal of the Contract which the Agency shall submit to the Contracting party stating the deadline by which the service must be paid. The Contract shall enter into force on the day when the Agency has received the full amount of the service specified in the Contract. If the Contracting Party fails to pay the amount within the deadline specified in the Contract Proposal, the Contracting Party shall be deemed to have canceled the reservation application and not accepted the said Contract Proposal, and the said Contract Proposal shall be deemed invalid.

TRANSFER OF AGREEMENT TO ANOTHER TRAVELLER

Prior to the commencement of the package travel arrangements, the Contracting Party may transfer the Agreement to another Traveller who meets all the conditions applicable to that Agreement. The Contracting Party is obligated to notify the Agency of such transfer in writing no later than 7 days prior to the commencement of the package travel arrangements. The Contracting Party and the Traveller to whom the Agreement has been transferred will be jointly and severally liable for the payment of the price and any additional fees, charges or other costs arising from the transfer of the Agreement, of which the Agency has notified them and provided them with proof thereof.²

PAYMENT

Unless specified otherwise in the Agreement, the Contracting Party may pay for the Agency's services in cash at the Agency's branch office, by bank transfer to the Agency's business account, in person at the Agency's branch office using a credit/debit card accepted by the Agency, by making an online payment or by submitting to the Agency a duly completed and signed credit card debiting form by e-mail.

The Agency may grant the Contracting Party a discount for using a particular payment method, of which the Contracting Party will be notified by the Agency prior to initiating payment.

In the event of payment by bank transfer to the Agency's business account, any bank charges for the transaction are to be paid by the Contracting Party or another Traveller making the payment. In the event

² Legal provisions regarding the transfer of the Agreement to another Traveller are contained in Article 34 of the Act.



of payment by credit card, the agreed amount will be charged in HRK (Croatian kuna) against the selling rate defined for the relevant foreign currency by the card principal/card association. The Contracting Party is aware of the fact that there may be differences between the aforementioned applicable exchange rate and the exchange rates in other countries and the Contracting Party irrevocably accepts the above applicable exchange rate. Payment made by a credit/debit card cannot be cancelled.

PRICE AND CONTENT OF PACKAGE TRAVEL ARRANGEMENTS

The price of package travel arrangements is defined by the Tour Plan and is specified in the Agreement. It covers the services specified by the Agency in the Tour Plan. By concluding the Agreement, the Contracting Party acknowledges the fact that the price of package travel arrangements for other Contracting Parties may be different due to the Agency's special offers and promotions aimed at increasing the sale of package travel arrangements and filling up available seats (e.g. special "First-Minute", "Last-Minute" offers and alike).

The prices specified in the Tour Plan are based on the prices agreed upon between the Agency and its suppliers/service providers. Therefore, they do not have to correspond to on-the-spot prices specified at the Traveller's destination. The Contracting Party is familiar with and understands the fact that the hotels, holiday apartments or other types of accommodation offered in the Tour Plan are described according to the official classification of the relevant country. Since such classifications may differ from one country to another, accommodation and service standards may be different, even incomparable.

Any applicable discounts are explicitly indicated in the Agreement. The Agency will not grant a refund to the Contracting Party/Travellers for any service included in the price of the package travel arrangements that the Contracting Party/Traveller failed to use due to their own decision or fault.

PRICE INCREASE BY THE AGENCY

If the Agreement provides that the Agency has the right to unilaterally increase the price of package travel arrangements after conclusion of the Agreement, it may do so no later than 20 days prior to the commencement of package travel arrangements, in any of the following cases:

- a) Changes in the cost of transport of Travellers arising from the cost of fuel or other energy sources, but only if the Agreement explicitly indicates the amount or share of the cost of transport of Travellers in the price of the package travel arrangement;
- b) Changes in the amount of tax or charges for travel services included in the Agreement which are determined by third parties not directly involved in the performance of the package travel arrangements (including tourist taxes, landing fees or fees for boarding or disembarking at ports and airports), but only if the Agreement explicitly indicates the amount or share of such taxes or fees in the price of the package travel arrangement; or
- c) Changes in the exchange rates applicable to the package travel arrangement, but only if the Agreement indicates the service fees pertaining to a particular currency or their share in the price of the package travel arrangement.



In the event of such unilateral increase in the price of package travel arrangements, the Agency will unilaterally increase the price by a total amount corresponding to the change in the relevant parameter referred to in items a), b) and/or c) above. In case of such changes, the Contracting Party will be informed by a written notification accompanied by an explanation of the increase and a calculation thereof. The Contracting Party and the Travellers will accept such a unilateral increase in the agreed price if it amounts up to (and including) 8% of the agreed total package travel arrangement price. If such increase in the price of the package travel arrangement exceeds 8% of the agreed total package travel arrangement price, the Contracting Party is entitled to cancel the tour, i.e. to cancel the Agreement without paying any cancellation fees. If the Contracting Party fails to deliver to the Agency a written cancellation notice within 8 days of receipt of the Agency's written notice on price changes, the Contracting Party will be deemed to agree with price changes.

If the Agreement stipulates the Agency's right to unilaterally increase the price of the travel package arrangement after concluding the Agreement in accordance with the above provisions of these General Terms, the Contracting Party, under the same conditions, has the right to a price reduction equivalent to a reduction in the corresponding parameters referred to in items a), b) and/or c). In case of such unilateral price decrease by the Contracting Party, the Agency has the right to deduct actually incurred administrative expenses from the refund owed to the Contracting Party, and to provide to the Contracting Party, at his request, proof of such administrative expenses.

CANCELLATION OF THE AGREEMENT BY THE CONTRACTING PARTY

After concluding the Agreement and prior to the commencement of the package travel arrangement, the Contracting Party may cancel the tour, i.e. unilaterally cancel the Agreement by delivering to the Agency a written cancellation notice, in which case the Agency will charge a standardised cancellation fee calculated depending on the date on which the Agency received the Contracting Party's written cancellation notice. The fee will be calculated as follows:

- up to 30 days before the start of the package: 30% of the total price of the package,
- from 29 to 22 days before the start of the package deal: 40% of the total price of the package deal,
- from 21 to 15 days before the start of the package: 50% of the total price of the package,
- from 14 to 8 days before the start of the package: 80% of the total price of the package,
- from 7 to 0 days before the start of the package deal: 100% of the total price of the package deal.

FOR CLOSED GROUP TRIPS (including school trips) the following conditions apply:

WITHDRAWAL OF INDIVIDUALS

Any withdrawal must be reported in writing at the branch office "MARUNUŠA j.d.o.o." or via e-mail info@marunusa.hr. In the event that an individual cancels a trip for the costs of the work performed so far, the Agency retains the following amounts from the total price of the trip:

- up to 75 days before the trip: 30%
- from 74 to 30 days: 50%
- from 30 to 15 days: 75%



- from 15 to 0 days: 100% (regardless of the reason)

Excluded from this are death in the immediate family, unplanned military service (documented by military service) or the departure of passengers due to illness to the hospital (which must be documented in hospital records).

WITHDRAWAL OF A GROUP OR PART OF A GROUP

Part of a group means 5 or more people. Any withdrawal of the group or part of the group must be reported in writing at the branch office "MARUNUŠA j.d.o.o." or via e-mail info@marunusa.hr. In case of waiver for the costs of the work performed so far, the agency retains the following amounts from the total price of the trip:

- all cancellations up to 90 days before the trip: 30%
- cancellation from 89 to 60 days before the trip: 50%
- 59 days to 0 days before the trip: 100%

We reserve the right to regulate special cancellation conditions for individual groups with which the groups will be familiar in the offer itself.

At the request of the Contracting Party/Traveller, the Agency will explain the amount of the cancellation fee. The Agency is entitled to collect the cancellation fee from the Contracting Party regardless of the reason why the Contracting Party cancels the Agreement, except when the Contracting Party is entitled to cancel the Agreement due to the Agency's violation of the Agreement. By way of derogation from the previous sentence, in the event that the Contracting Party cancels the Agreement due to extraordinary and unavoidable circumstances occurring at the destination or in its immediate vicinity and significantly affecting the realization of the package travel arrangement or the transport of Travellers to the destination: (i) the Contracting Party is not obligated to pay the above cancellation fee; (ii) the Contracting Party is entitled to receive a refund of all payments made to the Agency for the purpose of covering the price of services; (iii) the Contracting Party is not entitled to damages.³

If the Contracting Party has contracted trip cancellation insurance with an insurance company directly or via the Agency, he has the right to receive a refund of the paid insurance premium from the insurance company, exclusively under the terms and conditions of the insurance policy. All terms and conditions and deadlines regarding the refund of the paid insurance premium are contracted directly between the insurance company and the Contracting Party. Therefore, the Agency is not in any way liable if the insurance company rejects or objects to the Contracting Party's request for a refund under said insurance policy, even if the Contracting Party concluded said insurance with the insurer via the Agency as a broker.

CANCELLATION OF THE AGREEMENT BY THE AGENCY

³ Legal provisions on the Contracting Party's right to cancel the Agreement prior to the commencement of the tour without paying a cancellation fee due to extraordinary and unavoidable circumstances are contained in Article 37(6) and (7) of the Act.



In any of the following cases, the Agency may cancel the Agreement and refund all payments received for package travel arrangements in their entirety to the Contracting Party/Traveller, without any obligation to pay damages or make any other payments to the Contracting Party or any of the Travellers:

- a) If the Agency cannot perform the Agreement due to extraordinary and unavoidable circumstances, provided that the Agency has notified the Contracting Party of the cancellation of the Agreement without undue delay prior to the commencement of the package travel arrangement;⁴ and
- b) If the number of Travellers registered for the package travel arrangement falls short of the minimum number of travellers specified in the Tour Plan, provided that the Agency has notified the Contracting Party of the cancellation of the Agreement no later than 20 days prior to the commencement of the package travel arrangement for tours lasting over 6 days; no later than 7 days prior to the commencement of the package travel arrangement for tours lasting 2-6 days; and no later than 48 hours prior to the commencement of the package travel arrangement for tours lasting under 2 days.⁵

AMENDMENTS TO THE AGREEMENT BY THE AGENCY

After concluding the Agreement and prior to the commencement of the package travel arrangement, the Agency may unilaterally amend the terms of the Agreement by submitting a written notification in that regard to the Contracting Party, provided that such an amendment is insignificant, i.e. that it does not materially change any of the main characteristics of the tour services, does not decrease the quality level or the value of the package travel arrangement, and it does not cause significant inconvenience or additional costs for the Traveller.

If, after concluding the Agreement and prior to the commencement of the package travel arrangement, the Agency is forced to materially amend any of the main characteristics of the tour services or cannot fulfil the agreed special requirements of the Traveller as indicated in the Agreement, it is obligated to notify the Contracting Party thereof in writing without delay. The above notification will include a description of the proposed amendments to the Agreement and any replacement package travel arrangement that the Agency may offer to the Contracting Party. Unless otherwise indicated in such written notification of the Agency, if the Contracting Party does not notify the Agency in writing about accepting the amended Agreement or the offered replacement package travel arrangement within 8 days of the receipt of such notification of the Agency, the Agreement will be deemed cancelled. The Agency will without delay, and within 14 days at the latest, refund the portion of the price that has been paid up to that point to the Contracting Party/Travellers, and the Contracting Party is entitled to receive appropriate damages, unless the Agency proves that the proposal for amendment to the Agreement arose due to reasons for which the Agency is not responsible. If amendments to the Agreement result in a package travel arrangement of a lower quality or price, the Contracting Party is entitled to an appropriate price reduction.

⁴ Legal provisions on the Agency's right to cancel the Agreement prior to the commencement of the package travel arrangement are contained in Article 38 of the Act.

⁵ Legal deadlines are prescribed in Article 38(1) of the Act.



INABILITY TO PROVIDE A SIGNIFICANT PORTION OF TRAVEL SERVICES

If a significant portion of travel services cannot be provided in accordance with the Agreement, the Agency will, for the purpose of continuing the package travel arrangement, offer appropriate alternative arrangements to the Contracting Party, if possible of an equal or higher quality than those in the Agreement, without any additional costs for the Contracting Party and the Travellers, including in cases where the Travellers have not been provided a means of returning to the place of departure as agreed.

If the Agency proposes an alternative travel arrangement, the consequence of which is a package travel arrangement of a lower quality than the one in the Agreement, the Agency is obligated to grant an appropriate price reduction to the Contracting Party. The Contracting Party may reject the proposed alternative travel arrangements only if they are not comparable to what was in the Agreement or if the granted price reduction is inappropriate.

If the non-conformity significantly affects the performance of the package travel arrangement and if the Agency does not remedy the non-conformity by a reasonable deadline determined by the Contracting Party, the Contracting Party may cancel the Agreement without paying a cancellation fee and, where necessary, request a price reduction and/or claim damages in accordance with the provisions of these General Terms regulating the right to price reduction and damages.

If it is not possible to provide alternative arrangements or if the Contracting Party rejects the proposed alternative arrangements in accordance with the provisions of these General Terms, the Contracting Party is entitled to, where necessary, receive a price reduction and/or claim damages in accordance with the provisions of these General Terms regulating the right to price reduction and damages, without cancelling the Agreement.

If the package travel arrangement includes the transport of Travellers, the Agency will, in cases referred to in the previous two paragraphs of these General Terms, ensure the repatriation of the Travellers by means of equivalent transport, without undue delays and without additional costs for the Travellers. Additional costs will be borne by the Agency.

BEARING THE COSTS OF NECESSARY ACCOMMODATION

Where the Travellers' return in accordance with the Agreement cannot be ensured due to extraordinary and unavoidable circumstances, the Agency will bear the costs of necessary accommodation up to a maximum of three nights per Traveller, where possible in the equivalent category of accommodation as the one provided for in the Agreement. If the European Union's legislation about Travellers' rights which applies to the relevant means of transport for the Travellers' return provides for longer periods, such periods will apply.

A limitation of the costs referred to in the previous paragraph of these General Terms will not apply to persons with reduced mobility, as defined in Article 2(a) of the Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air (OJ L 204, 26 July 2006) and to any persons accompanying such persons with reduced mobility, to pregnant women, unaccompanied minors and



persons requiring special medical assistance, provided that the Agency is informed of their special needs no later than 48 hours before the start of the package travel arrangement.

The Agency cannot invoke extraordinary and unavoidable circumstances for the purpose of limiting liability in accordance with the provisions of this paragraph of the General Terms if the transport provider cannot invoke such circumstances in accordance with the applicable legislation of the European Union.

AGENCY'S OBLIGATIONS AND LIABILITIES

As the tour operator, the Agency is responsible for the performance of the package travel arrangement as a whole, i.e. for the provision of all services included in the package travel arrangement price.

If the Tour Plan does not expressly provide otherwise, the Agency will provide the agreed services in Croatian and in English.

The Agency will, without undue delays, provide appropriate assistance to a Traveller experiencing difficulties, especially by providing appropriate information about health services, local authorities and consular assistance and by assisting the Traveller with establishing distance communication and finding alternative travel arrangements. If the Traveller caused such difficulties intentionally or through negligence, the Agency may charge a fee for such assistance in the amount of its actual costs.⁶

If one of the Travellers is a minor unaccompanied by parents or another authorized person within the package travel arrangement including accommodation, direct contact with the minor or the person responsible for the minor in the minor's place of residence may be achieved via the Agency's Contact Point indicated in the Agreement.

The Agency is obligated to keep as a business secret everything it learns about the Contracting Party and the Traveller, and is not allowed to reveal the following information to anyone without their consent, except in cases provided by law and if this is necessary for the purpose of performance of the Agreement: their address, place and time of travel and stay, price paid and the names of other travellers.⁷

The Agency excludes any liability in case the existence of any reason for which the Agency is not responsible is proved. The maximum amount of damages for any losses for which the Agency would be liable, except losses that arise as a consequence of personal injury or losses that the Agency caused intentionally or through negligence, is limited to an amount three times the total price of the package travel arrangement.⁸ If international conventions that are binding on the European Union or legal

⁶ The above obligations of the Agency for provision of assistance to a Traveller experiencing difficulties are stipulated in Article 49 of the Act.

⁷ The above obligation of the Agency regarding keeping business secrets is stipulated by Article 22 of the Act.

⁸ Article 45(2) of the Act provides that a term of a travel agreement (or the General Terms) which limits in advance the amount of damages for losses not resulting from personal injury or losses which the tour operator did not cause intentionally or through negligence to an amount not lower than three times the total price of the package travel arrangement is valid.



regulations based thereon limit the scope of damages that the provider of the tour service within a package travel arrangement is obligated to pay or limit the conditions under which such provider is obligated to pay damages, such presumptions, limitations and exclusions appropriately apply to the Agency, and the Agency may invoke them in regard to the Contracting Party and the Traveller. Damages or price reduction to which the Contracting Party is entitled in accordance with these General Terms, the Act and the applicable international conventions and regulations will be deducted from each other.⁹

CONTRACTING PARTY'S AND TRAVELLER'S OBLIGATIONS AND LIABILITIES

The Contracting Party expressly confirms the following to the Agency: (i) that all Travellers included in the booking have been familiarized with the Agreement (including the Tour Plan and these General Terms, which constitute an integral part of the Agreement); (ii) that he is authorized to act on behalf of all Travellers included in the booking; (iii) that he bears full responsibility toward the Agency in regard to the compliance of all Travellers with the Agreement and is obligated to make all payments provided in the Agreement on behalf of all Travellers; (iv) that payment of advances and of the total price of the package travel arrangement concerns all Travellers included in the booking and is divided equally between all Travellers included in the booking, unless otherwise defined in the Agreement.

Where these General Terms or the Agreement provide that the Contracting Party gives any statement, guarantee, waiver or undertakes any obligation, it is deemed that he is doing so on his own behalf and on behalf of each Traveller. Where these General Terms or the Agreement provide that the Traveller gives any statement, guarantee, waiver or undertakes any obligation, it is deemed that he is doing so on his own behalf and on behalf of the Contracting Party.

The Contracting Party is obligated to provide all necessary personal data of each Traveller to the Agency and to deliver all documents required for organizing and realizing the tour to the Agency in a timely manner. The Agency is entitled to request and keep copies of documents, where this is necessary for realizing the tour. If the Contracting Party does not deliver the requested data and copies of documents by the deadline and in the manner requested by the Agency, it will be deemed that he has cancelled the booking and the Agreement. In that case, the Contracting Party is obligated to pay the agreed cancellation fee to the Agency. The Contracting Party is liable for any loss caused to the Contracting Party or any Traveller or the Agency as a result of providing inaccurate and/or incomplete data and/or documents.

Unless otherwise provided in the Agreement, the Contracting Party is obligated to obtain every passport, visa, health card or other travel document required for travel and stay abroad for all Travellers, as well as to ensure that the above documents are complete and valid at all times.

The Contracting Party is obligated to notify the Agency prior to conclusion of the Agreement about all facts regarding the health, habits, etc. of each Traveller that may put the tour at risk (including if the Traveller requests a specific type of food for health or other reasons, has a chronic illness, allergies, etc.). If the Tour Plan defines special rules for the tour (such as mandatory vaccination and obtaining appropriate documents), the Traveller is obligated to meet such requirements.

⁹ The legal provision is contained in Article 46(3) of the Act, and its objective is to avoid overcompensation and/or excessive price reduction.



The Traveller is obligated to comply with the rules of accommodation units in regard to the check-in and check-out time for the room, holiday apartment, cabin, etc. If the Traveller in any way disturbs the safety, peace or comfort of other Travellers or third parties or jeopardizes and/or hinders the regular course of the Tour Plan, the Agency is entitled to receive damages, stop the tour for such Traveller and continue with the performance of the package travel arrangement without such Traveller. If the Traveller in such case is a minor, the Contracting Party is obligated to ensure the Traveller's return home at his own expense.

The Traveller will comply with all reasonable instructions of the Agency's representative and cooperate with the Agency's representative in good faith. In case of any dissatisfaction, the Traveller is obligated to cooperate with the Agency's representative in good faith and attempt to resolve the cause of dissatisfaction, without disturbing other Travellers and third parties, as well as without damaging the Agency's reputation.

In case of default in the performance of any obligation under the Agreement and applicable regulations, the Contracting Party and the Traveller will be held liable for any damage caused to any Traveller, the Agency, any service provider included in the package travel arrangement or any third party, and will indemnify the Agency against any claims based thereon. The Contracting Party is jointly and severally liable with the Traveller for the Traveller's obligations referred to in the previous sentence.

TRAVELLER'S COMPLAINTS

The Contracting Party and/or the Traveller are obligated to notify the Agency, without undue delay and taking the circumstances into account, via the Agency's contact point indicated in the Agreement, of any non-conformity established during the performance of the tour services included in the Agreement. At the request of the Contracting Party or the Traveller, the Agency will remedy such non-conformity, except in cases where this is not possible or where remedying the non-conformity would lead to disproportionate costs, taking into account the extent of non-conformity and the value of tour services affected by the non-conformity. If the Agency does not remedy the non-conformity for reasons indicated in the previous sentence, the Contracting Party is entitled to a price reduction, as well as to damages, except in cases where the Agency proves that this is a consequence of reasons for which the Agency is not responsible. If the Agency does not remedy the non-conformity by a reasonable deadline determined by the Contracting Party or the Traveller, the Contracting Party and/or the Traveller can do this themselves and request the compensation of necessary costs. The Contracting Party or the Traveller is not obligated to determine a reasonable deadline for remedying non-conformity for the Agency if the Agency has refused to remedy the non-conformity or if the non-conformity has to be remedied immediately.

INSURANCE OFFERED TO THE TRAVELLER BY THE AGENCY

In accordance with the Act, the Agency will offer the Contracting Party/Traveller the possibility of direct (or indirect, via the Agency as broker) conclusion of insurance with a third party insurer, including personal accident insurance and insurance against illness while travelling, damage to and loss of luggage, voluntary health insurance during travel and stay abroad, trip cancellation insurance, as well as insurance for covering the costs of assistance and return of the Traveller to the place of departure in case of accident and illness. Information about the contents of the above insurance and the link to the insurer's general



terms and conditions for the insurance contract are available at any time on the following website of the Agency www.marunusa.hr. Unless this is specifically indicated in the Agreement, the price of the above insurance is not included in the price of the package travel arrangement.¹⁰

SECURITY IN CASE OF INSOLVENCY AND INSURANCE AGAINST LIABILITY FOR LOSS

Pursuant to the Act, the Agency has agreed on the following with the insurance company Uniqa d.d., Planinska 13a, 10000 Zagreb, PIN: 75665455333, based on the Insurance Contract concluded on 11 March 2021: providing security in case of insolvency, which enables the Contracting Party/Traveller to directly exercise rights arising out of security provided by the insurance company under policy no. 11 - 7002798957, as well as insurance against liability for loss caused by the Agency to the Traveller by failure to fulfil, partial fulfilment or improper fulfilment of obligations under the Agreement, with the policy no. 45 - 7002798959.¹¹ In case of occurrence of an insured event, the Contracting Party/Traveller is obligated to contact the following insurer in the fastest way possible: Uniqa d.d., Planinska 13a, 10000 Zagreb, Croatia, 75665455333, info@uniqa.hr, 01/ 6324 200. This is valid as an insurance confirmation in case of the Agency's bankruptcy or inability to pay, as well as confirmation of insurance against liability for loss.

FINAL PROVISIONS

Notification between the Parties in accordance with the Agreement will be deemed to have been validly given in writing if it is sent: (i) by registered mail with a return receipt or (ii) by e-mail to the latest address, i.e. to the e-mail address of which one Party notified the other in writing. The Contracting Party is solely responsible for the accuracy of the address or of the e-mail address for sending the notification, of which he notified the Agency, and is obligated to notify the Agency in writing without delay of any change of the data required for sending a notification.

General information about the Agency is available at the Agency's website: www.marunusa.hr. The central contact point for administrative cooperation in accordance with the provisions of the Act is the Ministry, Prislavlje 14, 10 000 Zagreb, e-mail: pravni@mint.hr, phone: + 385 1 6169 243. The competent authority for monitoring the Agency's operations is the State Inspectorate, Department of Tourism Inspection, Šubićeva 29, 10000 Zagreb, e-mail: turisticka.inspekcija@dirh.hr, phone: + 385 1 2375 100.

The Parties will attempt to amicably resolve any disputes that may arise in regard to the Agreement (including its performance and termination); where this is not possible, the competent court will be the court in Šibenik, Croatia. The governing law will be the law of the Republic of Croatia (excluding its provisions about conflict of law which would refer to the application of foreign law).

¹⁰ The Agency's obligation to offer the Traveller insurance referred to in this provision of the General Terms is stipulated in Article 54 of the Act, pursuant to which the Agency is obligated to put information on the content of such insurance and the general terms and conditions for the insurance contract at the Traveller's disposal.

¹¹ The Agency's obligations to conclude a contract for insurance against insolvency and against liability for loss are stipulated in Articles 50 and 53 of the Act.



Pursuant to the Act, the Contracting Party may submit a proposal for dispute resolution before a body on the list of notified bodies for alternative consumer dispute resolution, in accordance with the provisions of a special act regulating alternative consumer dispute resolution.¹² The data on currently notified bodies for alternative consumer dispute resolution are available at the website of the Ministry of Economy, Entrepreneurship and Crafts of the Republic of Croatia: <https://www.szp.hr/sve-potrosacke-teme-na-jednom-mjestu/alternativno-rjesavanje-potrosackih-sporova-arps/37>.

The platform for online consumer dispute resolution in regard to services purchased over the Internet is available at the link:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.adr.show>.

If any term of the Agreement or provision of these General Terms is or becomes null and void, invalid or unenforceable, or if the Agreement contains an unintended gap, this will not affect the validity or enforceability of the remaining part of the Agreement. Any such null and void, invalid or unenforceable term or provision will be deemed replaced by, and any such gap will be deemed filled with an appropriate term or provision which is closest to the original intention of the Parties, pursuant to the economic purpose and objective of such term and/or provision and/or Agreement, to the extent to which this is legally permitted.

These General Terms exclude all general operating terms and conditions of the Agency issued earlier in regard to package travel arrangements, and enter into force on the date of their publication on the Agency's website, i.e. on 20 May 2021. The Agency reserves the right to amend these General Terms at any time by publishing the amended text of the General Terms on the Agency's website, which enters into force as of the date of its publication.

¹² The Contracting Party's right to request an out-of-court dispute resolution before an authorized body for alternative consumer dispute resolution is provided in Article 100 of the Act. Pursuant to Article 32 of the Act, information about alternative dispute resolution mechanisms, authorized bodies for alternative dispute resolution and the platform for online dispute resolution has to be contained in the Agreement and in the General Terms.