

General terms of Contract

I. Contract Relationship

1. The contract relationship between the travel agency (hereinafter the "TA") and the Customer originates on the basis of the Customer's contract of trip reservation concluded in due form, confirmed by the TA or other authorized travel bureau or travel agency which intermediate services of the TA and by payment of full price for ordered services. The Customer is a person who has concluded a contract of tour by and between the TA or a person in favour of whom was the contract signed or a person to whom the trip was transferred in accordance with Article III. sub-paragraph 1d.).
2. The integral part of the contract are all written documents that the Customer will receive from the TA, namely the contract of excursion reservation, voucher and written instructions - particulars of the trip, staying or or the ordered services (hereinafter the "Contract").
3. The Customer having signed the contract of trip reservation confirms that he was familiarized with the content of the Contract and that he agrees with it without reservation.
4. The following contract conditions of the travel agency SUNFLOWERS agency s.r.o. are the integral part of the contract of trip reservation.

II. Price of Services and Terms of Payment

1. The price for the tour and all services ordered by the Customer or which are included into the trip (hereinafter the "Trip Price") is understood the total price indicated in the Contract. The Customer has the right of those discounts offered by the TA that are in force as at the day of the contract relationship origin.
2. Concerning discounts for children, decisive is the age of the child as at the last day of the trip, eventually as at the end of utilizing the services. The right to be provided with all ordered services originates after the full payment of the trip and after fulfilment of other conditions of offering the services, including duties connected with financial operations (charges and things like that).
3. The TA has the right to claim payment of 100% of the price of all ordered services within the maturity date determined in the contract of trip reservation. In case of bank transfer the Customer pays all bank charges, in another case the TA has the right to charge the Customer the residual amount.
4. The date of settlement is considered to be the day at which the financial means are put down to the TA account, eventually handled in cash.
5. In the case when the full price for the ordered services has not been paid within the determined dates, the TA is entitled without prior notice to withdraw from the Contract and do not offer the services. This provision does not affect the right of the TA to indemnification and lost profit.
6. The TA has the right to unilateral increase of price for services, videlicet within 21 (twenty-one) days at the latest before the date of starting the trip, eventually before the beginning of utilization of services in the following cases:
 - a.) increase of transportation costs including the price of fuelling if the transport is the part of the trip,
 - b.) increase of payment connected with the arranged transport, especially the airport, road, port or other charges that are included in the trip price or ensured services,
 - c.) change of the rate of exchange of the EUR to other currency used at the settlement of the trip price by more than 5 % at average.
7. In the event of inevitable increase of price due to aforementioned point 6, the TA may do it on the basis of written notice that must be sent to the Customer 21 (twenty-one) days at the latest before the beginning of the trip or utilization of services containing specified reason and the way of increase. The Customer is obliged to settle the arisen difference without any delay, at the latest within the date determined in the written notice of the increased price; otherwise the TA is entitled to proceed in accordance with the point 5 of Article hereof.

III. Customer Rights and Duties

1. The basic Customer's rights are as follows:
 - a.) The right to be fully provided with the ordered and paid services,
 - b.) The right to be fully provided with information concerning the ordered services that are known to the TA, as well as the acquaintance with changes which the TA received later, the right to be given instructions for the trip at the latest 7 (seven) days before starting the tour.
 - c.) The right to cancel the Contract at any time without reasoning before the beginning of utilization of services under conditions mentioned in Article V. of conditions herein.
 - d.) The right of written notice to the TA that at the tour instead of him/her will participate a different person, indicated in the notice, while the Customer can make such a notice within 10 (ten) days before starting the trip or at the beginning of utilization of services. The notice must contain the express consent of the new Customer with concluded contract and declaration that he meets all agreed conditions of participation at the trip or which allow utilization of services. On the day of delivery the notice the person mentioned in it becomes the Customer who derives all rights and duties of the initial Customer, while they both mutually and severally are responsible for payment of the trip price or ordered services, as well as for settlement of costs that will arise to the TA in connection with the change of the Customer. In the case of failing to settle the full price for ordered services or the costs connected with the change of the Customer, Article II. subparagraph 5 of the present conditions will come into effect. The aforesaid is valid only for cases when the TA is able to ensure the change of the Customer, in the opposite case the TA will notice the Customer in

writing that the change of the initial Customer is impossible. The TA will charge for the change of the initial Customer a lump fee of EUR 7.-.

- e.) The right to claim negatives and incorrect settlement according to Article VI of the conditions herein.

- f.) The right of personal data protection mentioned in the Contract in the sense of the relevant legal regulations, while the Customer with attaching his signature to the Contract gives express consent to personal data processing explicitly for internal needs of the TA and other persons who collaborate with the TA at covering and providing services for the Customer, while the Customer at the same time declares that he has been authorized to give consent also by other persons indicated in the Contract for whom the TA ensures its services.
- g.) The right to get the evidence of compulsory contractual insurance of the TA against bankruptcy which contains all requirements in compliance with the relevant legal regulations, as far as this obligation refers to the ordered services, if this information is not a component part of the contract of trip reservation.

2. The basic Customer's obligations are mainly as follows:

- a.) To provide the TA with maximum collaboration necessary for due assurance of the ordered services, i.e. mainly giving full and true data for purpose of the Contract and other details and documents by which providing with services is conditioned. In the event that this obligation is not fulfilled in due course, the Customer is obliged to settle of costs and loss that has arisen to the TA out of provision of incorrect and incomplete data.
- b.) To report in advance utilization of services by persons other than nationals of the Slovak Republic, in the opposite case the TA does not guarantee to provide these persons with services. These persons are responsible themselves for fulfilment of necessary appropriateness by which the utilization of services both in the Slovak Republic and abroad is conditioned for them.
- c.) To pay the full price for all reserved and the trip related services in the sense of Article II. of the present conditions and in the event of need to give proof of this fact by the evidence. In the opposite case the TA may withdraw from the Contract and besides cancelling fees it has the right of indemnification that has arisen out of the Customer's breach of these obligations to the TA.
- d.) To give immediate notice in case of notification of additional changes in the reserved services (in written form his opinion to the TA), in the opposite case it means that the Customer agrees with the notified changes.
- e.) To lift the all evidence from the TA needed for utilization of reserved and paid services and to check the rightness of data listed in them.
- f.) To follow strictly assumed instructions and information notified by the TA or its representatives at utilization of services, to keep the time and place of departures and at own responsibility to ensure himself necessary travel documents and other conditions required for utilization of services (passport, visa, proof of insurance, vaccination a.s.o.).
- g.) In case of curative staying the Customer is obliged to familiarize himself with contraindications of the objective spas which are a component part of the Contract of trip reservation. The TA is not responsible for contingent bodily harm of the Customer caused by his own decision to take part in curative staying according to specification.
- h.) To follow guide or the representative of the TA instructions and keep appointed schedule and relevant legal regulations of the visited country, as well as the place and object of staying, in case of their violation or in the event of serious breach of program or at utilization of services the TA has the right to withhold them for the Customer, whereby the Customer loses the right for these and as well for the next idle services without the entitlement to refund of paid price of the trip.
- i.) To bear liability for himself and to compensate the eventual damage he caused with his action during utilization of services in the means of transport or in accomodation or other facility.

IV. Change of Agreed Services

1. Before beginning of services utilization:

- a.) In case of circumstances that disable the TA to provide services in accordance with the concluded Contract, the TA is obliged to ensure their change (change of the Contract), including the trip price or to cancel them, while it is obliged to announce these circumstances to the Customer without any delay before the beginning of the trip.
- b.) In the event of cancellation of the TA services, change of date of services utilization by more than 48 (forty-eight) hours or in case of serious change of program, itinerary, accomodation, the way of transport and the price for reserved services, while for the serious change is not considered to be the change of the place and object of accomodation when the substitute accomodation of a minimum of the same level or higher category in the similar area has been arranged; change of the sequence of the visited places, change of transport due to traffic, safety or another operational reasons, change of the place of the flight arrival and departure provided that free of charge transport is arranged from and to the original place, change of the price by less than 10 %, the Customer has the right to withdraw from the Contract and the right of refund of the paid price or of transfer of this amount to payment of other services which he ordered at the TA, without cancellation fees - contractual penalties.
- c.) In case that the Customer does not deliver to the TA his written withdrawal from the Contract within 3 (three) from the notice of the change, it means that he agrees with the changes.
- d.) In case of the additional reservation of services by the Customer, the TA

General terms of Contract

will count a processing fee in the amount of EUR 3,5 - per person and a service.

2. During utilization of services:

a.) The TA is entitled to perform operative changes of the program and provided services if due to serious objective reasons, force majeure, decisions of the state or other relevant authorities or extraordinary circumstances, that the TA cannot influence and forecast, it is not possible to realize the original program and services, while in such case the TA is obliged:

- to ensure the alternative program and services in the range and quality the most comparable and conformable with the character of the initial services, while in such case of provision at a minimum the same level (e.g. alternative accommodation in the hotel of the same or higher quality, . are all further Customer's requirements are excluded, or
- to repay the Customer the price for withhold, eventually by substitute fulfilment uncompensated services, or
- to provide the Customer with charge deduction from the paid price for services that have not been presented in full range.

b.) The TA does not bear responsibility neither for consequences of the changed services or the program due to reasons under the previous subparagraph, further delay of the means of transport resulted from technical trouble, weather, situation in traffic, strike a.s.o.

V. Customer's Withdrawal from Contract and Cancellation Fees

(Contractual Penalties)

1. The Customer has the right at any time before the beginning of utilization of services to withdraw from the Contract by written notice that becomes effective on the day of its delivery to the TA. At recission from the Contract the Customer is obliged to pay to the TA the following contractual penalties (the mentioned amount are per one (1) person regardless of the age):

- a.) 32 - 29 days 15% of the trip price
- b.) 28 - 15 days 30% of the trip price
- c.) 14 - 7 days 50% of the trip price
- d.) 6 - 0 days 100% of the trip price

2. In case of cancellation charge of one person in the double bedded room the staying person must pay extra money for a single bedded room, the same applies to occupancy of accommodation where the price is calculated for the fixed number of persons. At calculation of cancellation charges to determine the number of days, the day when the TA was informed about withdrawal from the Contract in due form, is included into calculation.

3. In case that the Customer does not begin to utilize duly ensured services for any reason or based on his own decision he does not utilize them at all or only partially, he will not be entitled to refund of the part of the trip for unutilized services.

4. In case of the Customer's application for change of the date or accommodation of the initial order into a new one, if the TA is able to ensure such change, it will proceed similarly as in case of cancellation of the original order applying cancellation charges according to this Article, unless agreed otherwise.

5. In case of cancellation the gift-voucher which does not contain a definite confirmed date of arrival and departure by client, then a cancellation fee in height of 10% from the total price of a prepaid gift-stay will be charged.

6. In case of returning the certain amount of money by TA to the Customer, TA do not bear any responsibility for any conversion of currency losses.

VI. Complaint Procedure and Liability for Loss

1. In case that the range and quality of provided services are objectively at lower level than agreed, the Customer will assume a right to reclamation and elimination of a defectively provided service. The Customer is obliged to set up this claim without delay directly at the supplier of services or representative of the TA and in cooperation with them a written report will be made out. Failing to keep this procedure, the right of complaint assumed only after the end of the trip or utilization of services, will lapse.

2. If the TA does not ensure in due form and time reparation of services, the Customer may assume his right after his return without delay, by 1 (one) month at the latest from the end of utilization of services or in case when the services have not been utilized at all, since the day, when the services should have been utilized according to the Contract, in the TA, while to the written claim of his rights he will attach the report made out in compliance with the foregoing subparagraph 1.

In case like this, the Customer has the right of a discount from the paid price of services, corresponding to difference between reserved and factually provided services.

3. The TA is exempted from liability for damage caused by violence of its obligations at utilization of services or withdrawal from the Contract, if the damage was not inflicted by it itself or by its contracting partners and the damage was caused by the Customer or third person who is not connected with providing with services or the incident that could not be prevented despite making all effort, or in consequence of unusual and unpredictable circumstances.

4. The Customer is obliged to present interoperation at resolution of reclamation to allow the most effective elimination of inadequacies and to prevent the occurrence of any loss or to narrow their extent.

5. The TA is not liable for the level of these services that were ordered by the Customer himself at third persons. The amount of compensation of a loss, as well as all other claims connected with air transportation which is the part of provided services (loss, damage, luggage delayed delivery,

delayed flight, changed date of flight a.s.o.) are governed by relevant regulations effective for air transportation and the Customer's claims towards the TA in connection with the air transport are excluded.

VII. TA Insolvency Insurance

1. The TA has fulfilled its obligations with regard to compulsory contractual insurance of the TA trips against potential possibility of bankruptcy resulting from the relevant legal statutes and based on it the Customer will be provided with the substitute performance (transport to the Slovak Republic including inevitable board and accommodation for departure up to 24

(twentyfour)

hours from the written notice of insurance event, refund of the paid price of unutilized services) in the event of:

- withholding transportation from the place of staying abroad to the Slovak Republic, providing that transportation is the part of the ordered and paid services,

- non-refund of the paid price for booked services in case that the services have not been provided at all or only partially,

- non-refund of difference between the paid price of the trip and the price of the partially provided trip in case when the trip was provided to the Customer in part.

2. The present general conditions of the TA have come into effect on 16.12.2008. All information contained in offering leaflets or means of masscommunication

including the Internet, catalogues, as well as individual

provisions of conditions herein, are actual as at the day of their processing for printing and are compiled on the basis of the facts and legal status at the day of their publishing.