

Company name: Mario Luxe d.o.o.

Travel agency name: Experience Dalmatia

Head office address: Ulica Mate Radeljkovića 6, 21217 Kastel Stafilic

Company identification number (OIB): 62520611083

Insurance policy: Allianz Zagreb d.d.

1. CONTENT OF TOUR PACKAGES AND DAY TOURS

As an organizer of your travel, the Agency guarantees implementation of the program as described in the arrangement that they organize and that you have received. The content of arrangement will be realized in full and as described above, except in case of exceptional circumstances (war, riots, strikes, terrorist attacks, sanitary problems, natural disasters, local authorities etc.)

By signing any such contract or payment of the full amount of the package price or a deposit, it is considered that the user understands the arrangement of the general terms and conditions of the contract and that he fully accepts them as the sole basis for the regulation of the mutual rights and obligations. The Traveller provides personal information voluntarily and they are required for processing the requested services. The Agency agrees not to disclose the personal information of passengers out of the country to a third party except for the purpose of carrying out requested services. An exception to providing to third parties is insurance companies to which the personal data will be forwarded if the traveler concludes a travel insurance policy. Travelers' personal data will be kept in the database of the Agency and can be used for the agency promotional activities.

2. REGISTRATION AND PAYMENT

Registrations for the trip are received at the travel Experience Dalmatia agency.

- For bookings on request, an advance is paid according to the price list of the organizers. The Agency will not accept reservation application on request without advance payment. If the traveler does not accept the confirmed reservation that was

made on his request, the agency will keep the advance money to cover the cost of

the reservation. Advance payment is 20% for services provided by Agency.

- For travel packages which include Hotels, the customer pays 20% of the arrangement, and the remaining 80% of the amount is to be paid no later than 15 days prior to departure, except in cases when contractual terms of payment are specified or stipulated for some particular travels when the deadline to early travel is less than 15 days.

3. TRAVEL PACKAGE CONTENT AND PRICE

The content of the travel package or day tours defines the price of the package, or correspondingly the price includes everything the tour organizer (the agency) stated in the travel programme. Additional services are not included in the price and therefore the traveler pays them separately. These additional services should be requested when registering and shall be added to the package price. Additional/optional and special services requested during the travel are to be paid directly to the tourist guide (or representative) of the company during the tour and in the local currency of the country where the service is provided.

Package prices are published in EUR (Euro), and calculated according to the prices of services in the reference currency based on the selling rate of the tour organizer's commercial bank on a given day. In the case of exchange rate variations by more than 2%, Experience Dalmatia reserves the right to change prices.

The organizer reserves the right to change the prices in case of modifications in the price of accommodation, food, transport and other services, i.e. in case of a change in the value of the currencies that are the basis for calculating the arrangement price. The consent of the customer is not required to increase the package price up to 10% (the increase is calculated in all parts of the payment).

In case of a price increase of more than 10%, the buyer has the right to cancel the travel without the obligation of reparation.

4. SERVICE DESCRIPTION AND CATEGORIZATION

Offered multi-day tours, day tours or transport, are described by the official categorization at the time of the programme issue. Standards of multi-day tours, day tours or transport, of places and countries, are different and not comparable. Information provided to the traveler at the point of sale or does not oblige the organizer larger than the information issued in the travel programme. If the user of the travel arrangement (or Package) has not specifically requested so, i.e.

if additional payment is necessary, or if he has paid additionally for a special category or form of transport and accommodation, he will accept any officially registered room for rent in the premises, or any place in a vehicle, which is operated during the implementation of the travel arrangement.

5. CHANGE OF PROGRAMME

The tour operator has the right to change the programme if exceptional circumstances that cannot be predicted, avoided, or removed (see article 1). occur. Arranged accommodation can be replaced only by accommodation in a facility of the same or higher category, at the expense of the service provider.

6. TRAVEL DOCUMENTS

The traveler that applies for a trip abroad must have valid identity documents. If the trip requires a visa for entry to a particular country, passengers are obligated to get a visa. Travelers collect the necessary documentation and submit it to the competent embassy. The organizer shall issue a certificate about the reservation made by the traveler who attaches it to the other documentation. The organizer (Agency) does not guarantee the obtainment and the validity of the visa.

7. RIGHT OF THE ORGANIZER TO CONTRACT TERMINATION

1. The Organizer shall reserve the right to terminate the package travel contract prior to the start of the package arrangement if the Organizer was prevented in the execution of the contract by unavoidable circumstances and if they inform the passenger on contract termination without unnecessary delay prior to the start of the package arrangement.

3. In the event of contract termination for reasons stated under items 1 and 2, the Organizer shall refund the passenger in full for all payments made for the package arrangement, without any compensation for damages to the passenger, no later than 14 days from the date of contract termination.

8. CANCELLATION OF TRAVEL BY PASSENGERS

If a customer wants to cancel the trip, he must do so in writing only. The date of receipt

of the written cancellation and other documentation that justifies the cancellation, at the office of the Agency, forms the basis for the calculation of the costs incurred:

PACKAGES

- for cancellation up to 30 days before travel 20% of the price
- for cancellations 29-22 days prior to departure 30% of the price -for cancellations 21-15 days prior to departure 40% of the price -for cancellations 14-08 days prior to departure 80% of the price - for cancellation of 7 days to the day of departure 100% of the price

In the case of Hotel bookings, Agency has rights to keep the amount of money paid to Hotels if certain Hotels require immediate payments.

9. OBLIGATIONS OF AGENCY AND PASSENGERS

The organizer is obliged to ensure that the service is performed and selection of employees is done with care of a good organizer, to take care of travelers' rights and interests in accordance with good practices in tourism. The organizer is obliged to issue the appropriate documents for the paid travel. The organizer will not be responsible in case of changes and default services caused by force majeure (article 1), and due to delays in transportation, where the carrier does not correspond to the applicable regulations and international conventions. In such cases, the traveler is responsible for all additional costs without the right to a refund of the costs by the Agency.

The traveler is required :

- to have valid travel documents (identity documents). The cost of loss or theft of personal documents is covered by a passenger. Associate or representative of the organizer will assist the traveler in the above situation, provided that the travel programme goes unhindered.

- to be vaccinated and have confirmation and documentation of vaccination for traveling to the country for which it is required under the regulations of the 'World Health Organization'. In this case, the traveler attaches the medical certificate. Lack of such documents and/or irregularity of personal travel documents that lead to

withdrawal from

the travel or inability to travel do not oblige the travel organizer and cancellation expenses stated in article 8 of the General Conditions of travel and organization of travel arrangements are calculated.

- to respect the customs and currency regulations of the Republic of Croatia, as well as countries of stay during the trip

- to obey house rules in all the visited facilities and to cooperate with service providers in good faith

- to follow the instructions and cooperate with tourist associates and/or a representative of the agency

- to present a document on paid arrangement (voucher) at departure on travel to associate or representative of the organizers at the time of departure; this paragraph applies only to organized group travel. In the case of non-compliance with some of these obligations, the traveler is responsible to the tour operator for damages.

10. LUGGAGE

Luggage is transported at travelers' risk, therefore it is recommended to ensure the luggage with an insurance company. The tour operator is not responsible for damaged or lost luggage nor for the theft of luggage or valuables in the hotel (safe rent recommended). In the case of damaged or lost luggage, he addresses the transporter, airline, or the reception of the accommodation object, depending on where the damage or loss occurred.

11. TRAVEL INSURANCE

Pursuant to the provision of services in Tourism, agency employees are obliged to offer travel insurance 'package' which consists of voluntary health insurance during their stay abroad, insurance against accidents, baggage insurance, and cancellation insurance. By signing the contract, the customer confirms that he was offered a package of travel insurance. If a passenger requires the above-mentioned insurances, they can be arranged directly with the insurance company or through the Experience Dalmatia while the Experience Dalmatia acts only as an intermediary. By signing the travel contract, the above-mentioned insurances shall be deemed to have been offered and recommended to the travelers.

TRAVEL INSURANCE CANNOT be arranged SUBSEQUENTLY!

In case of loss or damage/destruction of luggage during transport of the same in the official means of transport to enable the arrangement, claims in terms of compensation shall be sent to the Carrier only. In the case of theft - the disappearance of luggage from accommodation facilities in which the arrangement is implemented, the arrangement user achieves his receivables from the owners of accommodation. As an exception in the case when the user concluded baggage travel insurance through the Agency, the Agency shall provide in terms of damages over the Insurer while the only discretion right of the Insurer is to admit or remove the right to compensation, depending on the circumstances established.

12. HEALTH REGULATIONS

In some programmes, specific rules are listed for the travels that include mandatory vaccination and procurement of relevant documents. The traveler is required to make the mandatory vaccination as well as to have the certificates and documents about it.

13. GUARANTEE AND LIABILITY INSURANCE

Insurer Allianz Zagreb D.D.

Insurance policy for package tours organizer

The subject of insurance:

- Liability insurance of package tours organizer
- Ensuring guarantee of package tours

In case of activating insurance, you are obliged besides presenting the Agreement concluded on a package tour or other form of contract on business cooperation, as well as mandatory and genuine copies of receipts for payments to the Agency, contact ALLIANZ ZAGREB D.D. as soon as possible in order to collect your receivables.

14. APPLICATION OF THE RIGHTS AND JURISDICTION OF THE COURT

The valid Croatian legislation is applied in the resolution of all disputes arising under these General Terms and Conditions, and in charge to address them is the competent

court in the Republic of Croatia.

The administrative supervision of the use of the Law on Providing Tourism Services and regulations issued under the Law on providing Tourism services is carried out by the Ministry of Tourism. The Inspection Supervision of the implementation of the Law on Providing Tourism Services and regulations issued under the Law on providing Tourism Services and individual acts, conditions and working methods of supervised legal and natural persons shall be conducted by the Ministry of Tourism- Independent sector tourist inspection, Republic of Croatia 8/1, 10 000 Zagreb according to the Law on providing Tourism Services.

These General Terms and Conditions shall take effect and apply as of 16.12.2022.

For all cases not defined by these General Conditions, the provisions of the Law on Obligations are applied.