

GENERAL TRAVEL TERMS AND CONDITIONS



Introductory remarks

These General Terms and Conditions for booking and purchasing package tourist arrangements and linked package travel arrangements from the travel agency Pro putuj d.o.o. (hereinafter: General Terms and Conditions), are an integral part of the program of package tourist arrangements and linked package travel arrangements, and hence the Package Travel Arrangement Contract (hereinafter referred to as the Contract) which is signed by the Travel Contractor (hereinafter: the Traveler) with the travel agency Pro putuj d.o.o. Zapoljska 14, 10 000 Zagreb, PIN 24222297154, ID code: HR-AB-01-081005836, registered in the court register of the Commercial Court in Zagreb under no. 081005836 (hereinafter: Pro putuj). All data and terms and conditions in the travel program as well as in these General Terms and Conditions shall be binding upon the Pro putuj and the Traveler unless otherwise specified in the Contract. Words and terms bearing gender markers that are employed in these General Terms apply equally to male and female gender, regardless of their being used in masculine grammatical gender.

1. Application and contracting

For a travel organized by and offered by Pro putuj, or in which Pro putuj is an authorized sub-agent of another travel organizer, the interested party may contact our office in person, by phone, by fax, by email, by Internet, or through other authorized agents. Based on the application received, Pro putuj will offer to the interested party a contract that is considered binding after it is signed by contracting parties or after the contracting parties otherwise affirm their consent to it (for example, but not exclusively, by Internet, by fax, by email, by making the credit card number available, or by making a payment to the transaction account). Pro putuj reserves the right to deny the service if the appropriate payment is not received prior to the agreed deadline:

a) When signing up for the service, the Traveler pays 40% of the cost of the package travel arrangement and the remaining 60% of the cost is payable no later than 30 days before the start of the trip, except in cases where specific terms of payment for special travels are given. When making a payment by installments, 100% payment is charged immediately to the Traveler's bill.

b) For the so-called „Booking upon request“ an advance is paid in accordance with the price lists of the responsible travel organizer. Pro putuj will not accept booking upon request without a payment in advance. If the Traveler does not accept the confirmed booking made on his request, Pro putuj will keep the advance paid in order to cover the cost of the booking.

c) In the case of a paid and confirmed package travel arrangement, any change related to the date of the travel and/or the Traveler and his travel companion(s) constitutes an add-on cost and will be charged additionally in accordance with the valid price lists of the travel organizer or the travel service provider.

2. Pre-contracting information – travel offers on the website, brochure, leaflet, catalog, etc.

Pro putuj pays great attention to the presentation in promotional materials (websites, leaflets, catalogs, etc.), but there may be irregularities and errors that Pro putuj will seek to correct as soon as possible. Pro putuj is not responsible for any errors in the press, on the website, or for subsequent changes in new editions of promotional materials and programs that drew the attention of the interested party, before the conclusion of the Contract. Relevant information are to be found in the Contract, not in promotional materials.

3. Price and the content of the package travel arrangement

The price of the travel arrangement includes the services stated in the travel program under „Price includes“ and may include various fees, which are specifically highlighted in the travel program. The price of the package travel arrangement does not include special services listed under „Price does not include“, with an indication that the optional services can be contracted in advance and will be recorded in the Contract. Pro putuj will notify in due time the Traveler about the existence, level and regime of collection of the fees. The published prices are formed based on the agreement between Pro putuj and our partners and do not necessarily match the prices as published at the destination.

4. Alteration of the contracted price of the package travel arrangement

Pro putuj reserves the right to change the published prices if the price increase is exclusively a direct consequence of the change in:

- Prices of passenger transport resulting from fuel costs and/or other energy sources;
- The level of taxes and/or charges for travel services covered by the Contract, which are determined by third parties not directly involved in the performance of the package travel arrangement, including tourist taxes, landing fees or charges for embarkation or disembarkation at ports and airports;
- Exchange rates that are relevant to the package travel arrangement.

No consent of the Traveler is required for the increase in price up to 8% of the cost of the package travel arrangement. Pro putuj is required to notify the Traveler about the increase no later than 20 days before the start of the trip. The price increase, regardless of the amount, is possible only if Pro putuj notifies, in writing, and no later than 20 days before the start of the trip, the Traveler about the price increase in a clear and understandable way, with calculation and explanation of the increase.

5. Amendment of other terms and conditions of the package travel arrangement

Prior to the start of the package travel arrangement, Pro putuj may not change unilaterally the terms of the Contract, except for the price pursuant to Article 4 of the General Terms and Conditions as well as the Tourism Services Act, unless such right is provided for in the Contract, or the change is insignificant and/or the Traveler has been notified by Pro putuj of the change in a clear, understandable and easily observable manner on the permanent data carrier. In case Pro putuj is forced to significantly change any of the main features of the travel services before the start of the package travel arrangement or fails to meet the agreed special requirements of the Traveler or proposes to increase the price of the package travel arrangement by more than 8%, the Traveler may, within a reasonable time,

- accept the proposed amendment, or
- terminate the Contract without paying the contract termination fee.

If the Traveler terminates the Contract, Pro putuj is obliged to return all payments made without undue delay, and no later than 14 days from the termination of the Contract, as well as to compensate the Traveler if necessary.

Pro putuj reserves the right to change the day and/or the hour of departure in case of changes in flight schedule and/or unforeseen circumstances, as well as to change the direction of travel if the travel conditions change due to, for example but not limited to: changed flight order, security situation in the country and/or at transfer points

and/or destination, (unfavorable) weather conditions, without compensation payment and pursuant to the applicable regulations in international traffic. Pro putuj also reserves the right to change the order of the travel program when it comes to public holidays and the like as well as due to the change of visiting hours for the facilities that are planned for visit.

6. Travel documentation

Finalized travel documents will be delivered to the Traveler or sent by email no later than 3 days before departure unless specified otherwise in the travel program or in case of a charter flight. The finalized travel documents will include the information required for a smooth performance of the travel program, the contact at the destination and/or emergency telephone number as well as the contact agency. The Traveler is obliged to provide all the details concerning all his travel companions who have applied for the package travel arrangement at the time of the Traveler's application. Personal data must be in full concordance with the information in the official documents that the passengers are required to have on them during the trip, pursuant to the regulations of individual countries to which they travel. In the event that the inaccurate personal data cause delay, add-on costs and/or interruption of travel, the Traveler himself is responsible for all costs incurred by himself and his travel companions.

7. Categorization and service descriptions

The offered accommodation capacities in Pro putuj travel programs are described in accordance with the official categorization of the destination country at the time of the issuance of the travel program. Food, accommodation unit content and other services offered by the hotel/lodging facility are supervised by local tourism authorities. The standards of accommodation and services may differ in individual countries and as such are not comparable.

8. Accommodation in rooms/apartments

Room/apartment allocation is determined by the accommodation reception staff at the place of stay. If the Traveler does not explicitly negotiate a particular room/apartment, he will accept any officially registered accommodation unit for each object listed in the travel program and in the price list. Accommodation is often not possible before 3 p.m. on the day of the beginning of service, and it must be vacated until 10 a.m. on the day of service completion. Arrivals after 7 p.m. must be announced in advance, unless otherwise stated. The decision to allow an early entry to and/or a late departure from the accommodation unit rests exclusively with the individual accommodation management, and Pro putuj has no influence over it.

9. The Traveler's right to terminate the Contract

The Traveler has the right to terminate the Contract at any time before the start of the package travel arrangement by paying a reasonable compensation for reimbursement of costs incurred:

a) If the Traveler cancels the package travel arrangement for a trip in Croatia, Pro putuj retains, as reimbursement of costs incurred, from the total price of the package arrangement as follows:

- i) for cancellation more than 30 days before departure 10% of the package travel arrangement price, i.e. the minimum of 100 kn (14€);
- ii) for cancellation 29 - 22 days before departure 30% of the package price;
- iii) 21 - 15 days before departure 50% of the package price;
- iv) 14 - 8 days before departure 80 % of the package price;
- v) 7 - 0 days before departure 100 % of the package price;
- vi) after departure 100 % of the package price.

b) If the Traveler cancels the package travel arrangement for a trip in Europe by bus or aircraft up to 5 overnight stays, Pro putuj retains, as reimbursement of costs incurred, from the total price of the package travel arrangement as follows:

- i) for cancellation more than 30 days before departure 10% of the package price, i.e. the minimum of 100 kn (14€);

- ii) 29 - 22 days before departure 40% of the package price;
- iii) 21 - 15 days before departure 80% of the package price;
- iv) 14 - 0 days before departure 100 % of the package price;
- v) after departure 100 % of the package price.

c) If the Traveler cancels the package travel arrangement for a trip in Europe by bus or aircraft for 6 or more overnight stays, Pro putuj retains, as reimbursement of costs incurred, from the total price of the package arrangement as follows:

- i) for cancellation more than 60 days before departure 20% of the package price, i.e. the minimum of 350 kn (47€);
- ii) 60 - 46 days before departure 30% of the package price;
- iii) 45 - 32 days before departure 40% of the package price;
- iv) 31 - 0 days before departure 100% of the package price;
- v) after departure 100% of the package price.

d) If the Traveler cancels the package travel arrangement for a trip outside Europe (including long-distance trips, foreign language courses), Pro putuj retains, as reimbursement of costs incurred, from the total price of the package travel arrangement as follows:

- i) for cancellation more than 45 days before departure 30% of the package price;
- ii) 44 - 30 days before departure 80% of the package price;
- iii) 29 - 0 days before departure 100% of the package price;
- iv) after departure 100% of the package price.

e) If the Traveler cancels the cruising package, Pro putuj retains, as reimbursement of costs incurred, from the total price of the package travel arrangement as follows:

- i) for cancellation more than 60 days before departure 20% of the package price;
- ii) 60 - 46 days before departure 40% of the package price;
- iii) 45 - 31 days before departure 60% of the package price;
- iv) 30 - 16 days before departure 80% of the package price;
- v) 15 - 0 days before departure 100% of the package price;
- vi) after departed 100% of the package price.

f) Transfers:

- i) for cancellation 120 - 91 days before departure 10% of the price of the transfer;
- ii) 90 - 61 days before departure 20% of the price of the transfer;
- iii) 60 - 45 days before departure 30% of the price of the transfer;
- iv) 44 - 31 days before departure 50% of the price of the transfer;
- v) 30 - 21 days before departure 70% of the price of the transfer;
- vi) 20 - 0 days before departure 100% of the price of the transfer;
- vii) after departure and „no-show“ 100% of the price of the transfer.

g) If the Traveler cancels the linked package travel arrangement that includes flight ticket and accommodation, Pro putuj retains, as reimbursement of costs incurred, 100% of the price of the flight ticket (unless otherwise specified in the terms of the airline tariff) regardless of when the trip is due to start. In case of the cancellation of hotel and other services, applicable are the provisions set out in paragraph b), unless the service is booked under special non-refundable conditions, in which case the service provider retains 100% of the price of the service concerned.

The specified cancellation costs also apply to changes in the date of departure and/or accommodation, i.e. the type of room/apartment, as well as to all other significant changes. In case of the cancellation of the trip, the cost for issuing of visa/travel documents is not refundable. In the event of the Traveler's cancellation or shortening of the trip due to weather conditions, Pro putuj will apply the provisions stated above, and will accept no subsequent claims. If special conditions are applicable to certain travel programs and package travel arrangements, Pro putuj will specify these conditions at the conclusion of the Contract and they will apply. In case of an oral cancellation, the Traveler is obliged to confirm it in writing by post, by fax, or email. If the Traveler does not confirm the oral cancellation in writing, the trip will be considered as not cancelled. If

the Traveler interrupts the ongoing trip at his own request, he is not entitled to reimbursement of costs incurred due to early return.

If the actual damage that occurred is greater than the above specified, Pro putuj reserves the right to charge for it upon presentation of proof of actual costs, and in the maximum amount of 100% of the package travel arrangement price.

If the Traveler fails to pay the balance of the total price of the package travel arrangement no later than 29 days before the start of the trip, or does not provide documentation for the undisputed payment of the total price of the package travel arrangement, he will be considered to have forgone the trip without the possibility of having the advance payment refunded.

The Traveler has the right to terminate the Contract before the start of the trip without paying the contract termination fee in the event of non-avoidable extraordinary circumstances that have occurred at the destination or in its immediate vicinity and which significantly affect the fulfillment of the package travel arrangement or which significantly affect the carriage of passengers at the destination.

10. The Traveler's right to transfer the Contract to another Traveler

If the Traveler that has cancelled the trip finds a third party that fulfills all the necessary requirements to use the booked package travel arrangement, Pro putuj will charge only the costs caused by the reassignment. Considering that the flight ticket, as a contract of carriage between the airline and the Traveler, reads the name and surname of the Traveler and is not transferable to another person (cf. here Article 19.2 of the General Terms and Conditions), the existing flight ticket will be cancelled in accordance with the tariff conditions of the particular fare purchased (cf. here Article 20.2 of the General Terms and Conditions) and a new flight ticket will be purchased for the new Traveler in accordance with the valid and applicable tariff at the time of issuance of the new flight ticket.

11. Travel insurance

By signing the Contract, of which these General Terms and Conditions are an integral part, the Traveler and his travel companion(s) are considered to have been offered and recommended to take travel insurance: voluntary health insurance, insurance against accidents, insurance against damage and/or loss of luggage, insurance against travel cancellation or travel interruption, and liability insurance to third parties, as well as to have been provided with information on the content of these insurances and the general terms and conditions of the insurance contract. In case the Traveler and his travel companion(s) wish to contract the above mentioned insurances, they may do so directly with the insurer or with Pro putuj, in which case Pro putuj acts only as a broker to the insurer.

Insurance against travel cancellation or travel interruption is contracted, in accordance with the insurer's terms and conditions, at the conclusion of the Contract, and cannot be contracted with Pro putuj at a subsequent date. If the Traveler and/or his travel companion(s) fail to provide the data necessary for contracting the insurance policy within the deadline specified in the offer, the Traveler and/or his travel companion(s) are considered to have no desire to contract a travel insurance or have an intention of contracting it independently. The insurance premium is calculated depending on the duration and price of the trip in accordance with the insurer's price list. Valid reasons for travel cancellation or travel interruption are determined by the insurer in accordance with the insurance terms and conditions. Paid insurance premiums are not included in the insurance against travel cancellation or travel interruption, are not part of the package travel arrangement and will not be refunded, same as the costs for obtaining visa(s) and booking service, notwithstanding the fact that the Traveler and/or his travel companion(s) have a paid insurance policy against travel cancellation. If the Traveler and/or his travel companion(s) are forced to cancel or interrupt the trip, Pro putuj reserves the right to charge an

appropriate fee in accordance with the provisions set out in Article 9 of these General Terms and Conditions. Other insurance terms and conditions are attached to the insurance policy that will be sent or delivered to the Traveler and his travel companion(s).

12. Pro putuj's right to terminate the Contract before the start of the package travel arrangement

Pro putuj may terminate the Contract before the start of the package travel arrangement and refund the Traveler for the full amount of the payments received for the package travel arrangement, with no obligation to compensate him for any damages, if the number of persons registered for the package travel arrangement is below the minimum number specified in the Contract or in the travel program that is an integral part of the pre-contracting information, and if Pro putuj notifies the Traveler of the termination of the Contract within the deadline specified in the promotional material or travel program, i.e.

- 20 days before the start of the package travel arrangement for a trip lasting 6 and more days;
- 7 days before the start of the package travel arrangement for a trip lasting 3 – 5 days;
- 48 hours before the start of the package travel arrangement for a trip lasting less than 2 days.

Pro putuj may terminate the Contract before the start of the package travel arrangement and reimburse the Traveler for the full amount of the payments received for the package travel arrangement, with no obligation to compensate him for any damages, if Pro putuj is prevented by non-avoidable extraordinary circumstances from fulfilling the Contract, and if Pro putuj notifies the Traveler of the termination of the Contract without undue delay before the start of the package travel arrangement. In case of the termination of the Contract, Pro putuj will reimburse the Traveler, and to the benefit of the Traveler, for the full amount of the payments received without undue delay and within 14 days of the termination of the Contract at the latest, under provision that the Traveler has provided the necessary data for Pro putuj to reimburse.

13. Travel documentation

The Traveler and his travel companion(s) are obliged to have valid personal travel documents. Irregular, incomplete, out-of-date and damaged documents that result in the cancellation of the trip have no adverse consequences for Pro putuj, but if Pro putuj would suffer any additional damage due to such neglect on the part of the Traveler and his travel companion(s), the Traveler is obliged to compensate Pro putuj for the additional damage incurred. If the loss or theft of the travel documents occurs during the trip, the costs of issuing the new documents will be borne by the Traveler and his travel companion(s). If a visa is required for a certain trip, Pro putuj may, if the visa issuing body allows mediation, act as intermediary in visa obtainment against a special additional fee. Pro putuj bears no responsibility for the decisions made by customs, police and other government bodies that may result in refusal to allow entry into individual countries.

14. Foreign exchange, customs and health regulations

The Traveler and his travel companion(s) are obliged to comply with foreign exchange, customs and other regulations, as well as laws and other bylaws of the Republic of Croatia and other countries through which they pass and in which they stay. In case of the impossibility to continue the trip due to violation of regulations on the part of the Traveler and his travel companion(s), all costs incurred to the Traveler himself, his travel companion(s) and Pro putuj will be covered by the Traveler. Trips to certain countries require compulsory vaccinations against diseases and the Traveler and his travel companion(s) are required to have certificates and vaccination documents.

The Traveler is required to inform Pro putuj about all facts regarding his and his travel companion(s)' health, habits, etc., which could jeopardize the performance of the trip (if for health and other

reasons they seek a certain type of food, suffer from chronic diseases, allergies, etc.). In the event of the Traveler's and his travel companion(s)' not being able to follow the program during the trip due to these health issues, the Traveler and his travel companion(s) must accept the decision of the travel organizer not to visit certain places and may not ask for reimbursement due to non-fulfillment of the Contract.

15. Luggage

Terms and conditions of the carriage of hand luggage and checked luggage as well as of the luggage weight and size restrictions are determined by the carrier. On charter flights as well as on regular flights passengers are entitled to transportation up to 20 kg (44 lbs) of luggage free of charge, unless otherwise stated in the program. For air transportation, the excess luggage is paid for by the Traveler himself according to the applicable rules and prices of the carrier. Children under 2 years of age are not entitled to the free-of-charge transportation of checked luggage. Pro putuj assumes no responsibility and will not be liable for lost or damaged luggage. Any irregularity related to luggage, for example but not limited to, delay of, loss of and/or damage to luggage, the Traveler must, without delay, report directly to the carrier, if the irregularity occurs during carriage, or to the accommodation service provider (e.g. to the reception of a hotel, camp, or any other accommodation facility) if the irregularity occurs during accommodation. In air transport, checked luggage is the responsibility of the air carrier to which the luggage is handed over for carriage in accordance with the regulations in force in air transport, while for hand luggage, including luggage marked „Delivery at Aircraft“ and temporarily placed in the trunk, responsible is the Traveler personally. In case of irregularities, the Traveler fills in an irregularity report directly with the carrier or an agent authorized by the carrier to deal with irregularities in the carriage of luggage. Based on this report, the carrier pays compensation in accordance with the regulations in force in domestic and international passenger air transport. In case of loss, damage and/or theft of luggage in an accommodation facility, the Traveler requests compensation from the accommodation service provider where the luggage has been lost, damaged and/or stolen. We recommend concluding a baggage insurance policy.

16. Objecting to irregularities and submitting complaints

The Traveler is obliged first to object to irregularities and submit complaints to the service provider (hotel, apartment provider and the like, carrier, tour manager, representative of the travel organizer, or the immediate service provider). In case the complaint can be resolved on the spot, and the Traveler has not immediately complained about irregularities to the relevant service provider, he is assumed as agreeing with the service whereby he forfeits the right to submit any subsequent complaints along with a request for reduction of the price of service and/or payment of compensation. Pro putuj will not take a complaint into consideration if the Traveler has not attached a copy of the written complaint that he has submitted on the spot. If there is no improvement even after the complaint has been submitted on the spot, the Traveler is obliged to request a confirmation of the service not being provided, i.e. not being provided as contracted. The Traveler is required to attach the confirmation to the written complaint. The written complaint is to be submitted by the Traveler within 8 days from the end of the trip either by email at info@proputuj.hr or by post at the address Pro putuj d.o.o., Zapoljska 14, 10 000 Zagreb, or by personally coming to Pro putuj's office and handing in the complaint to our employee. If the Traveler submits the written complaint after that deadline, Pro putuj is not obliged to take such complaint into consideration.

Pro putuj is obliged to reach a written decision to the complaint within 14 days from receiving the complaint, but may delay the deadline for the decision for additional 14 days for the purpose of gathering information. While the process of resolution is ongoing, during a period not exceeding 14, i.e. 28 days following the submission of the complaint, the Traveler irrevocably waives the

mediation of any other person, the arbitration of UHPA or other institutions, as well as the possibility to disclose information to the media. Furthermore, during the same period, the Traveler also waives his right to file a lawsuit. The maximum amount of the compensation fee per complaint may reach the value of the part of the services that is claimed in the complaint, and may not include already used services, or the entire value of the package travel arrangement.

17. Pro putuj's obligations

Pro putuj is obliged to take care of the provision of services, as well as of the selection of service providers, with a best effort guarantee, and to take care of the rights and interests of the Traveler in accordance with good practices in tourism. Pro putuj is obliged to provide the Traveler with all contracted services for a particular package travel arrangement/trip and to give explanation for possible non-provision of services or part of services. Pro putuj will meet all the obligations specified in our programs/package travel arrangements in full and in the manner described, except in the event of force majeure or changed circumstances. Despite all our care, the so-called overbooking in hotel/transportation/restaurant services is possible, and in this event Pro putuj will try to offer a substitute solution, depending on the available options. Pro putuj will help the Traveler in the event of difficulty, especially by providing appropriate information on health services, local authorities and consular assistance, and additionally by assisting in distance communication as well as finding alternative travel arrangements. If the Traveler causes difficulty intentionally or through neglect, Pro putuj may charge a reasonable fee for the assistance rendered, which may not exceed actual costs of the assistance. Pro putuj is obliged to cover the costs of necessary accommodation for a period not exceeding 3 overnight stays per Traveler if, due to non-avoidable extraordinary circumstances, it is not possible to ensure the Traveler's return as contracted in the package travel arrangement. The Traveler is entitled to a price reduction/compensation for damages if the contracted travel services are not properly provided.

18. The Traveler's obligations

The Traveler is required to observe the house rules in accommodation facilities as well as rules of conduct during transport, and must not prevent the smooth performance of the travel program as well as compromise the right of other Travelers to use Pro putuj's services. In the event that the Traveler's behavior should cause damage to the service provider in the accommodation facility or in the transportation vehicle, i.e. prevent the proper and smooth performance of the travel program, the Traveler is obliged to rectify immediately the damage caused, i.e. compensate the injured party, in which he must cooperate with the relevant service provider and Pro putuj. If the Traveler prevents the smooth performance of the travel program, Pro putuj has, in addition to the right to a compensation for damages, the right to terminate his trip, in which case the trip is considered to have been terminated at the request of the Traveler, after which Pro putuj is not liable to cover the costs of return to the place of departure.

If in the case described in the preceding paragraph of this Article the Traveler is a minor, i.e. a child, a parent or a legal guardian is obliged to accept the child when sent home, or come to collect the child at their own expense. The Traveler is required to inform Pro putuj, without undue delay and taking into account the circumstances, about any lack of conformity that the Traveler identifies during the performance of travel services specified in the Contract. If any of the travel services is not performed in accordance with the Contract, Pro putuj is, upon the request of the Traveler, obliged to rectify this lack of conformity, unless this is not possible or the rectification of this lack of conformity entails disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected.

19. Terms and conditions for booking and purchasing tickets in the Traveler's air transport

Pro putuj does not own aircrafts and does not perform air transport of passengers and goods, but acts exclusively as a sales agent of airlines in the sale of airline tickets.

1. Flight booking

When making a booking for a flight, the Traveler is required to give the exact name, surname and gender of each Traveler as stated on the identification travel document that the Travelers will use for that trip. Despite great care, when making a booking, due to an error in the exchange of information, errors in the name, surname, gender, dates, times, flights, departure and destination are possible. The Traveler is required to check the received booking confirmation and inform Pro putuj without delay of any errors in name, surname, gender, dates, times, flights, departure and destination in order for the correction to be made as soon as possible. If the Traveler does not inform Pro putuj about the error in the name, surname, gender, dates, times, flights, departure and destination upon receiving the booking confirmation/offer, and before acknowledging the purchase, all the specified information will be considered correct. Unless otherwise stated in the booking confirmation/offer, the booking is valid for 24 hours from the moment of booking, after which, if the Traveler does not acknowledge it, i.e. make the ticket purchase, the ticket is automatically canceled. The airline may at any time change and/or cancel the currently valid fares without prior notice, which may lead to a change in price from the time of booking/offer to the moment of the acknowledgment of booking/purchasing the ticket. The applicable tariff applies at the time of ticket issuance.

2. Airline ticket/e-ticket

Following the confirmation of booking by the Traveler, Pro putuj, as a sales agent of the airlines, and on behalf of the carrier, issues to the Traveler an electronic confirmation of ticket purchase (electronic ticket, e-ticket, online ticket, etix) containing name, surname, gender and sequential list of all flights for which the booking of the transport has been made along with the travel dates, departure points and destinations as well as the booking number under which the carrier stores the booking in its booking system. After the purchase/confirmation of the purchase, i.e. the issuance of the e-ticket, it is not possible to subsequently change any element of the ticket. Once issued, the air ticket is a contract of carriage between the airline and the Traveler. The ticket, as a contract of carriage, reads the name and surname of the Passenger and is not transferable to another person.

3. Boarding pass

Before boarding the aircraft, the Traveler must check in for the flight in one of the ways offered by the airline that issued the ticket (e.g. at the check-in counter at the airport, on the carrier's website, at the self-service vending machine, etc.). The airline may charge a fee for certain flight check-in methods. After checking in for the flight, the carrier issues a boarding pass to the Traveler in paper and/or electronic form for each flight separately, which is used to enter the aircraft and as a luggage certificate if luggage is handed over for transport. In the case of paper boarding passes, the carrier may refuse boarding to the Traveler who cannot present the original paper boarding pass, if issued, at the entrance to the aircraft. The carrier is not obliged to fulfill the contractual obligation of transport if the name and surname of the Traveler on the electronic ticket/boarding pass differs from the name and surname on the personal travel document presented by the Traveler when checking in for transport and/or boarding the aircraft.

The terms and conditions of air transport of the Traveler and his luggage are determined by the carrier and the Traveler is obliged to comply with them.

20. Special terms and conditions for booking and paying for an air ticket and the fee for issuing an air ticket

Special terms and conditions in relation to payment and deadlines apply to the payment of airline tickets. Unless otherwise stated in the booking confirmation/offer, the booking is valid for 24 hours from the moment of booking. If the Traveler buys the ticket with a credit card, he is required to submit data on a valid credit card (by phone or in person at Pro putuj's office) before the deadline expires and ensure that the credit card can and may be charged for the total amount of the ticket and TSC, as well as that, if the Traveler is not personally the credit card user listed on the card, the Traveler has permission from the cardholder to meet the same requirements. If the Traveler buys the ticket by paying to Pro putuj's transaction account opened in Zagrebačka banka d.d. (hereinafter: ZABA), he is obliged to take into account the NCS schedule of transactions of the financial institution from which he issues the payment order, to ensure that Pro putuj may record the payment on its transaction account in ZABA by the specified deadline of the validity of the booking. If Pro putuj does not record the payment on its transaction account in ZABA by the specified deadline, Pro putuj is not responsible for the cancellation of the booking by the airline. Neither the carrier nor Pro putuj can guarantee that it will be possible to re-book the same or another seat on the same flights at the same price, so the Traveler can decide to make a new booking of the ticket at prices available at that moment, and make a supplement to the price of the new ticket that is available within the new deadline determined by the carrier, or decide not to purchase the ticket and have the already made payment reimbursed after it has been recorded on Pro putuj's account, without purchasing the ticket.

The airline reserves the right to cancel the booking and/or already purchased tickets without prior notice, for which Pro putuj does not take responsibility.

A reimbursement of the agency fee for issuing the ticket (TSC) is not possible.

Cancellations and changes:

1. Cancellations and/or changes made by airlines without the Traveler's consent

Airlines, due to certain circumstances, reserve the right to change the flight schedule, which includes changing the time of departure and landing, as well as cancellation of flights without prior notice. The electronic ticket is a contract between the airlines and the Traveler, where Pro putuj acts only as a sales agent of the airlines and is not responsible for changes/cancellations made on the booking/e-ticket by the airlines themselves.

2. Cancellation and/or changes requested by the Traveler

Cancellations and changes (e.g. of flights, departures and/or destinations) are subject to the terms of the purchased airline tariff. Unless otherwise indicated by Pro putuj in the offer/booking confirmation, in case of cancellation by the Traveler, the air ticket does not allow for a refund of fares, does not allow for a refund of unused airports and/or airport taxes, and does not allow for flight changes including changes of departure and/or destination airport. All possibilities of changing a once issued ticket are subject to the conditions of the tariff according to which the ticket has been issued, including the possibility of refund after purchase (tariffs and/or fees), the possibility of changing flights, departure and/or destination, as well as the amount of fee for the change/cancellation, if allowed by the tariff. In case of tariffs that allow for the change of flights by paying an additional fee, it is also necessary to pay, beside the fee, the balance between the already paid tariff and the tariff that is applicable on new flights at the time of the change, if there is no more available seats on the originally purchased fare.

If the trip is canceled, and according to the terms of the airline tariff, the Traveler is entitled to a reimbursement, the payment made will be returned to the Traveler with the approval of the airline (usually within 2 months of the day of the cancellation) in the same manner as the ticket has been purchased. Travel cancellation must be

submitted in writing by e-mail to the address: info@proputuj.hr, or by post to the address: Zapoljska 14, 10 000 Zagreb, or by coming to the Pro putuj's office and handing in the written notice to Pro putuj's employee. If the ticket is not canceled within the deadline determined by the airline, and the Traveler does not appear on the flight, he will be considered a no-show.

3. No-show

In the event that the Traveler has not checked in for the flight on time and/or has not appeared at the boarding gate, he is considered a no-show. The airline will automatically cancel all further flights on the ticket, which cannot be used. The Traveler, depending on the tariff, as a rule has no right to a reimbursement or the right to change the ticket for another flight.

4. Sequence of flight coupons and their use

A separate e-coupon in the electronic ticket is issued to the Traveler for each booked flight at the issuance of the ticket. The ticket purchased by the Traveler is valid for transport from the place of departure, via the specified intermediate landing points or transfer points, to the place of landing specified on the purchase confirmation/e-ticket. The price of the purchased ticket is calculated according to the tariff of the airlines based on the entire trip indicated in the ticket. Changing the travel route also leads to a change in the tariff, and consequently the price of the ticket. When confirming/purchasing the ticket, the Traveler also accepts the obligation to use the flights in the order indicated in the e-ticket (e.g. it is not possible not to use the departure flight and then still use the return flight). In case of an attempt to use flights outside the order indicated in the ticket, all further flights will be canceled, and the Traveler loses the possibility of their use, as well as the right to have the unused part of the ticket reimbursed. In such case, the carrier may request a recalculation of the tariff according to the actual order of flights used, which may result in a higher tariff paid by the Traveler.

5. Complaints in case of denied boarding, delay and/or cancellation of flight by airlines

If the Traveler has a complaint due to denied boarding, delay and/or cancellation of the flight or any other irregularities related to transport (e.g. luggage), the Traveler is required to send a claim for compensation directly to the airline that caused the irregularity. Pro putuj is in the role of a sales agent and is not authorized to resolve complaints on behalf of the airline. The airline considers no requests received from the agent related to passenger complaints as valid.

21. Terms and conditions for linked package travel arrangements

The general travel terms and conditions for package travel arrangements do not apply to travel in a linked travel arrangement, except in relation to the protection of Travelers in case of Pro putuj's insolvency. A linked travel arrangement involves at least two different types of travel services purchased for the same trip or holiday that do not constitute a package arrangement (e.g. individual booking of hotel accommodation, airline tickets, transfers and similar additional services). In case of a trip in linked travel arrangements, Pro putuj acts on behalf of and for service providers, i.e. as an authorized sales agent of various service providers (airlines, hotelw, transfer providers, travel booking agencies, etc.) and each of the service providers is solely responsible for proper performance of its services in accordance with the Contract. In the final travel documents, the Traveler will be provided with the contact details of individuals service providers.

22. Travel organized by other travel organizer/tour operators

To each program applicable are terms and conditions of the relevant travel organizer that is indicated as responsible for the trip. For all programs, for which Pro putuj acts as a sales intermediary and is not the travel organizer in charge, Pro putuj is not responsible for the performance of the trip, i.e. package tourist arrangement. All package tourist arrangements, for which Pro putuj acts as intermediary, are specifically marked, which is evident in the Contract. In this case

applicable are general terms and conditions of the relevant travel organizer. By signing the Contract, the Traveler (the contractee) fully accepts the program and conditions of the trip.

23. Warranty in the event of insolvency or bankruptcy of the travel organizer

Pursuant to the Tourism Services Act, in the event of Pro putuj's insolvency or bankruptcy, the Travelers affected by it while traveling, as well as clients that have made the advance payment for package travel arrangements, should contact the insurer with whom Pro putuj has contracted the Package Tourist Arrangement Guarantee Insurance Policy. The insurer's information as well as the number of insurance policy and the insurer's contact details are specified in each individual Contract. The number of the insurance policy/the insurance contract is as follows: 804268198 Euroherc osiguranje d.d., Ulica grada Vukovara 282, Zagreb, tel. +385 (0)1 6610 555.

24. Liability insurance

Pursuant to the Tourism Services Act, Pro putuj has the Liability Insurance Policy contracted with the insurer covering any damage caused to the Traveler by the non-performance, partial performance or undue performance of the obligations related to the travel. The insurer's information as well as the number of insurance policy and the insurer's contact details are specified in each individual Contract. The number of the insurance policy/the insurance contract is as follows: 804268166, Euroherc osiguranje d.d., Ulica grada Vukovara 282, Zagreb, tel. +385 (0)1 6610 555.

25. Personal data protection

Pro putuj is committed to respecting the privacy of all Travelers who contract Pro putuj's services, and collects only the necessary personal data about the Travelers required for the performance of the trip. All Travelers' personal data are strictly kept and are only accessible to Pro putuj's employees who necessarily use the Travelers' personal data for service providing purposes. All Pro putuj's employees and business partners are responsible to adhering to the principles of privacy protection.

The Travelers' personal data may be used, with the Travelers' consent, for further mutual communication and for the delivery of Pro putuj's marketing messages. Any Traveler may always exclude himself freely from such marketing activities. Pro putuj is obliged to store the Travelers' personal data in a database, pursuant to the Personal Data Protection Act, i.e. the General Data Protection Regulation (GDPR).

26. „Fortuna” / „Roulette” trips

The Traveler, who has concluded the Contract in which the name of the accommodation facility booked for the Traveler's stay he only finds out after his arrival to the destination, accepts all risk related to thus contracted package travel arrangement. Such package travel arrangement imply a non-predictable factual situation which Pro putuj cannot influence, and the Traveler, who has accepted to contract such package travel arrangement primarily because of its more favorable price, has, for this reason, no right to complain to the travel organizer about the accommodation service. Pro putuj guarantees exclusively for the category of the accommodation facility (in accordance with the official accommodation categorization system in the relevant destination country) and the type of the selected service.

27. Final provisions

These General Terms and Conditions are valid starting with 24 February 2021, and exclude all current travel terms and conditions. They are pursuant to EU Directive 2015/2302 of the European Parliament and of the European Council of 25 November 2015 on Package Travel and Linked Travel Arrangements (available at the link: <https://eur-lex.europa.eu/eli/dir/2015/2302/oj>) as well as to the Tourism Services Act (NN 130/2017), which is in force since 1 July

2018 (available at the link: https://narodne-novine.nn.hr/clanci/sluzbeni/2017_12_130_2982.html).

Pro Putuj and the Traveler agree to try to resolve any possible dispute amicably in accordance with the General Terms and Conditions. In the event that amicable resolution of a dispute is not possible, the Zagreb court has jurisdiction and Croatian law applies.

Pursuant to the Tourism Services Act, the Traveler may submit a proposal for resolution of a dispute before a body listed in the list of notified bodies for alternative resolution of consumer disputes in accordance with the Act governing alternative resolution of consumer disputes.

Competent body to whose official supervision is subject the activity of a travel agency in performing and providing tourism services: Ministry of Tourism of the Republic of Croatia, Tourism Inspection, Šubićeva 29, 10000 Zagreb.

Business manager

Renato Habuš

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