

## GENERAL TERMS AND CONDITIONS

### I.

#### Introductory clause

1. General Terms and Conditions ( next only “Terms and Conditions“ ) are governed by legal relations between the following companies:
  - 1.1. TOUR4U, Ltd., with its seat on 4 Šikmá street, 821 06 Bratislava, Company  
Registration Number: 368 016 58, registered in the commercial registry sheet in the district court in Bratislava I, section: Ltd, number: 46823/B;
  - 1.2. Tour4U, junior Ltd., with its seat on 4 Šikmá street, 821 06 Bratislava, Company  
Registration Number: 456 849 52, registered in the commercial registry sheet in the district court in Bratislava I, section: Ltd, number: 71462/B;(next only „provider“), and every physical or legal body who is a customer according to these General Terms and Conditions and whom the provider provides the following services ( next only “services“):
  - a) Speedboat voyages
  - b) Sport activities– scooter and wakeboard rentals
  - c) Speedboat rentals
2. Legal relations between the provider and customer are governed by the General Terms and Conditions, contract/order and if these above mentioned documents are not in accordance with the General Terms and Conditions, they are governed by General legal regulations of the Slovak Republic.
3. In the contract/order/agreement or document, the provider or customer who have established a legal assignment, can adjust the laws and obligations stated in the General terms and Conditions themselves differently. In the event of any occurring conflicts between the two bodies who have agreed upon signing legal documents, the subsequent adjustment will be applied before established agreement (contract, documents).
4. Any changes of the General Terms and Conditions within the duration of the contractual relation between the two bodies do not affect the changed agreements and contracts even though the changes in the General Terms and Conditions have been executed later, if the two bodies agree otherwise.

## II.

### Basic terms

Provider of services:

See article I. Paragraph 1.

Customer – legal or physical body who established an oral or verbal contract/ document with the provider for the delivery of the service. The two bodies of the contractual relation: provider and customer.

Written form of documents – form of a letter, electronic mail (E-Mail). The place of package delivery, contact point – all documents are delivered to the pre-agreed contact point by the two bodies in the contract/document, including the address of the e-mail used by the customer or provider for the purpose of shipping the package to the other body. Otherwise the package could be sent to the seat of the legal body or to the address of the permanent residence of the physical body.

Contract – written document consisting of general appendages: object of the contract and its specification (the number of customers, the length of the given service – according to the offer of the provider, date and time of provided service, meeting point, identification of customer – name and phone number, language of provided service – according to the offer of the mediator, type of provided service – according to the offer of the mediator), price of services, method of payment. In the event that the method of payment is unspecified, it will be determined by the provider. Order – mutual confirmation of the subject of object under the agreement of both bodies consisting of general appendages: : object of the contract and its specification ( the number of customers, the length of the given service – according to the offer of the provider, date and time of provided service, meeting point, identification of customer – name and phone number, language of provided service – according to the offer of the mediator, type of provided service – according to the offer of the mediator ), price of services, method of payment. In the event that the method of payment is unspecified, it will be determined by the provider. Services as those who are stated in the introductory clauses (article I paragraph 1 letter a) to e) of the general terms and conditions.

## III.

### Method of ordering services

1. The customer orders the above mentioned services in accordance with the alternation of mutual relations with the provider. These services are specified in the following provisions of the General Terms and Conditions article.
2. Service are possible to order orally, in the written form, by phone or by advising the provider via e-mail.
3. The ordering of the service must contain:
  - a) identification ( name ) of the customer,
  - b) billing information, only if the customer wishes to issue an invoice,

- c) information demanded by the provider ( for example the number of customers, length of exhibition – according to the offer of the provider, date and time of exhibition, meeting point, language of provided service – according to the offer of the mediator, type of exhibition – according to the offer of the mediator),
- d) demanded date of service delivery,
- e) contact of the person who is entitled to process the order of the customer;
- f) method of payment (by cash, credit/debit card/ bank transfer).

4. The written or oral acceptance form for the provider is crucial in order to seal the contract.
5. The e-mail acceptance form for the provider is crucial in order to confirm the order.
6. The person ordering the service must write a written order.
7. The confirmed order is definite for the customer. In the event of the customer stepping away from the order (cancels the order before the commencement) the provider is entitled to charge the following cancellation fees:

- cancellation of voyage 10-16 days prior to voyage 60 EUR/ boat.
- cancellation of voyage 9 days of less prior to voyage 100 EUR/ boat
- In the event of unprecedented weather conditions 0 EUR cancellation fee if the captain cancels the voyage himself. Possible postponement of date or return of deposit.

#### **IV.**

##### **Other conditions**

1. Customers who have ordered a service on a specific date must show up at the designated site of departure 10 minutes before the planned time of the commencement of the service. In case of a no-show or late arrival of the customer, the provider will not guarantee the full duration nor execution of the ordered service which could be shortened according to the delay of the customer, alternatively postponed to another date.
2. Materials such as prospects, catalogues, pictures, drawings and other information is understood as informative if they are not declared as definite.
3. The provider has the right to keep his owners and copy rights of the catalogues, drawings and materials related to the provided services without any restrictions. The customer is not entitled to use, translate, copy and multiply any of the materials and documentation related to the services of the provider without a written agreement from the side of the service provider.

#### **V.**

##### **Terms of Delivery**

1. The provider will deliver the service to the customer according to the sealed contract or accepted order under the circumstances of the General Terms and Conditions article

2. The provider will deliver the service to the place and time agreed upon in the order. A tax receipt will be issued upon delivery of the service.
3. The provider has the right to change the route, time and date of the service.
4. In the event of the provider not being able to provide the given service in the ahead agreed date stated in the contract due to a force majeure, a change in the provided service may occur. As force majeure we understand unprecedented/precedented or uncontrollable circumstances which effect the delivery of the service listed as the following: strikes, actions of public authorities, natural catastrophes and disasters, technical malfunctions and other. Force major: postponement of voyage to an alternative date in unprecedented weather conditions such as rain, wind, fog, unfavourable water levels – low and high water level. The provider is obliged to notify the customer about these occurring events and advise them about the approximate time of the delivery of the service. In case the provider will not be able to fulfil the service due to a force majeure, their obligation to deliver the service will terminate.
5. In the event of the provider not being able to provide the service on the agreed date of the order, the date of the delivery will be negotiated with the customer and therefore the date of the delivery will change.
6. In the event of the provider not being able to provide the given service due to other grounds not stated in those mentioned above, an alternative program will be arrange with the customer. In case the customer retreats from this offer and has already paid the provider the deposit, the deposit will then be fully refunded.
7. The provider has a sealed legal insurance.
8. The provider will provide certified life vests for all passenger on board.
  - skiing vests, safety helmets, neoprene
  - skis, wakeboards, kneeboards, lifebuoys and towable for 1-3 persons
9. The customer is obliged to follow the orders of the captain which will be resumed before the commencement of the journey.
10. Customers who shall cause damage to the provider are obliged to pay for the given damage in the full amount.

## VI.

### Prices of services:

1. The price is governed according to the price list designated for the providers in the time of the acceptance of the order. The prices listed in the offer are always displayed as final if they are not specified otherwise in the document.
2. The provider reserves rights to personally establish an agreement with the specific customer regarding price and payment conditions to each ordered service, distinguished from the General Terms and Conditions, valid price list and other contracts.
3. The commission for the travel agency involved is included in the price of the products.

## **VII.**

### **Payment conditions**

1. The customer is obliged to pay the price of the given service warranted in the contract or that ordered by the provider in time under the General Terms and Conditions.
2. The price of the ordered services is due to be paid before the delivery of the service according to the agreement with the provider on the basis of a preliminary invoice – claimed deposit or on the basis of a tax document if the customer agrees differently with the provider.
3. The price of the service in the event of non-cash payment will be considered as paid on the date of the ascribed price on the account of the provider.
4. The customer can pay for the services by cash at the meeting point set in the contract/order or on the account listed in the invoice or even on the account declared by the provider himself.
5. The price of the services is due to be paid in the EURO currency in accordance with the General Terms and Conditions, contracts set between the provider and customer and general definite legal regulations. After coming to an agreement with the provider, the customer would be able pay for the service in a foreign currency. Paying the price with a foreign currency is based on the exchange rate of the foreign currency valid on the date of the sealing of the contract or the date of the acceptance of the order. In this case the currency clause will be provided as listed in article VI from the General Terms and Conditions document and that In the event of the increase in the EUR against the USD
6. If the customer will fail to pay any of the services or its part on the date stated in the pre-invoice, contract or General Terms and Conditions, the provider is entitled to claim an interest rate of 0, 5% for each day of the delay
7. If the customer is obliged to pay the deposit for the given services in accordance with the contract/order before the delivery of the service and fails to do so in time, the provider is authorized to deny the delivery of the service after sending out a warning regarding the expiration of the payment period in case the customer fails to pay the deposit or retreats the contract.
8. The customer is obliged to pay the full price per persons listed in the sealed contract or acceptance order to the provider only if the provider and customer do not agree otherwise.

## **VIII.**

### **Termination of contract**

1. The contract/order is considered as discontinued to the day of the settlement of all laws, obligations and rights of all involved contract parties.
2. It is possible to discontinue the contract before the period mentioned in the previous paragraph as long as they are in accordance with the General Terms and Conditions, with the exception of article V, paragraph 3 of the General Terms and Conditions.

3. The provider is entitled to discontinue the contract in these following cases:
  - a) If the customer delays the payment of the service despite the warning issued by the provider to pay the service in an adequate time frame. If by any chance there have been any proven facts from the side of the customer during the sealing of the contract, which justify legitimate doubts concerning early and complete fulfilment of all obligation and liabilities of the customer , especially in relation to the payment of the price for the service, the provider is entitled by contract / order and delivery of the service to discontinue the contract and if necessary, require an immediate payment for the price of the given service, disregarding the information stated in the invoice
  - c) The deposit for the price was not paid for adequately in time in accordance with the General Terms and Conditions ,
  - d) in other cases, if the General Terms and Conditions allow, the contract/order or general definite legal regulations.
  
4. The retreatment of the contract/ order shall be ceased from the beginning. The order can be cancelled by delivering information regarding cancellation orders and by registered mail. The delivery is understood as denial of the receipt of the registered mail as undelivered. The termination of the contract /order discontinued upon the rights and obligations arising out of breach of the contract or order, especially a claim for damages, penalties and other sanctions, loss of profits and so forth.

## **IX.**

### **Final regulations**

1. These general terms and conditions are valid and definite from May 1st 2014.
2. The provider is entitled to change the content of the General Terms and Conditions without any notification. Although for the customer it becomes definite after the release of the new General Terms and Conditions at the contact point of the provider or on the Internet website of the provider. Regulation from Article I, paragraph 4 is not affected.