

GENERAL TRADE CONDITIONS

I.

Introductory Provisions

1. By these General Trade Conditions (hereinafter "GTC") the legal relations between the Company: 1. TOUR4U, s.r.o., residence: Šikmá 4, 821 06 Bratislava, Identification number: 36 8801 658, registered at the Business Register of Bratislava I. District Court, section: Sro, insert No.: 46823/B; 2. Entrepreneur -Business name: Ing. Jana Fabiánová - TOUR4U, residence: Šikmá 4, 821 06 Bratislava, Identification number: 37 619 080, Trade licence registration No.: 102-28762; 3. Entrepreneur -Business name: Dušan Šmidák – CACAOTUR, residence: Šikmá 4, 821 06 Bratislava, Identification number: 32096356, Trade licence registration No.: 102-4125; 4. Entrepreneur -Business name: Dušan Šmidák - TOUR4U, residence: Šikmá 4, 821 06 Bratislava, Identification number: 40696812, Trade licence registration No.: 102-33520; 5. Entrepreneur - Business name: Mária Šmidáková-TOUR4U, residence: Šikmá 4, 821 06 Bratislava, Identification number : 41161637 (hereinafter "Supplier"), and each natural person or legal person that is a customer according to these GTC and whom the Supplier provides the following services (hereinafter " services"):
 - a) rides by sight-seeing wagons
 - b) irregular non public road traffic
 - c) travel agency services
 - d) tourist guide services
 - e) agro-tourism
2. Legal relations between the Supplier and the Customer are governed by these GTC, by the contract/order and unless modified otherwise by these documents, they are governed by generally binding legal regulations of the Slovak Republic.
3. The Supplier and the Customer can amend rights and obligations differently from those stipulated in these GTC in the contract/order or in the other agreements or documents lawfully concluded between them. In case of discrepancy between the agreements concluded between the Parties in this way, the amendment of the later concluded agreement (contract, document) is always valid.
4. Changes in GTC during the continuation of contractual relation between the Parties have no influence on rights amended differently by the agreements and contracts, even in spite of the fact that the changes in GTC were executed later on, unless the Parties agree upon otherwise.

II.

Basic Terms

Supplier of services:

See Article I par. 1.

Customer - a legal entity or natural person that either personally or in writing concluded contract/order with the Supplier for the delivery of service to this person.

Parties - Supplier and Customer. Written form of document – as a letter, electronic mail, i.e. E-mail.

Place of delivery of consignment, contact place – all documents are delivered to the place which the Parties determined as a contact place in the contract/order including the electronic mail address (e-mail) which was used by the Customer or Supplier for the purpose of delivery the consignment to other Party. Otherwise, to the residence of legal person or to the permanent address of the natural person.

Contract – a written document under this name which contains basic data: subject of the contract and its specification (number of customers, duration of a sightseeing tour according to the supplier's offer, date and time of sightseeing tour, meeting point, customer's identification – name and telephone contact, language in which the sightseeing tour should be realized – according to the agent's offer, kind of sightseeing tour -according to the agent's offer), price of services, the way of payment. In case the payment is not agreed upon, it will be determined by the Supplier.

Order – any mutually confirmed proposal of the Parties which contains the basic data: subject of the contract and its specification (number of customers, duration of a sightseeing tour - according to the supplier's offer, date and time of sightseeing tour, meeting point, customer's identification – name and telephone contact, language in which the sightseeing tour should be realized -according to the agent's offer, kind of sightseeing tour according to the agent's offer), price of services, the way of payment. In case the payment is not agreed upon, it will be determined by the Supplier.

Services are those services which are stated in the Introductory Provisions (Art. I, par.1a) – e)) of these GTC.

III. Method of Services Booking

1. In accordance with the regulation of mutual relations with the Supplier, the Customer orders above mentioned services in a method stipulated in the following provisions of these GTC Article.
2. Services can be ordered personally, in writing, by phone or to inform the Supplier by e-mail.
3. The service order must contain:
 - a) Customer's identification (name),
 - b) invoicing data, in case the Customer requires to issue the invoice,
 - c) data required by the Supplier (e.g. number of customers, duration of a sightseeing tour according to the supplier's offer, date and time of sightseeing tour, meeting point, language in which the sightseeing tour should be realized -according to the agent's offer, kind of sightseeing tour according to the agent's offer),
 - d) requested date of services delivery,
 - e) contact data on person who is authorized to arrange a given order on behalf of the Customer,
 - f) method of payment (in cash, by transfer).

4. The written or oral acceptance of the contract by the Supplier is decisive for its conclusion.
5. The phone or e-mail acceptance by the Supplier is decisive for the acceptance of the order.
6. The confirmed order is binding for the Customer. In case the Customer withdraws from the binding order (the order is cancelled before its realization), the Supplier is entitled to charge the following cancellation fees:
 - a)
 - withdrawal in the period 15-31 days before the agreed upon date of services delivery, the cancellation fee is 25% from the total price for the ordered services;
 - withdrawal in the period 8-14 days before the agreed upon date of services delivery, the cancellation fee is 50% from the total price for the ordered services;
 - withdrawal in the period 3-7 days before the agreed upon date of services delivery, the cancellation fee is 75% from the total price for the ordered services.
 - withdrawal in the period 2 days and less before the agreed upon date of services delivery, the cancellation fee is 100 % from the total price for the ordered services.
 - b) In case a deposit was paid and the Customer shall withdraw from the binding order, such prepaid deposit is not refundable and remains to the Supplier, with the exemption of Article V par. 5 of there GTC, unless the Parties do not settle otherwise.

IV. Other Provisions

1. The Customers who ordered the services for a given date are obliged to come at the agreed upon departure point 10 minutes before the agreed upon beginning of services providing. In case of Customer's delay, the Supplier guarantees neither the duration of the ordered sightseeing tour nor its realization. The duration can be shortened by the time of customer's delay, or the service performance can be changed to another date.
2. Materials such as booklets, catalogues, pictures, drawings and other data about services are perceived as an informative material unless they are declared as binding.
3. The Supplier remains the ownerships and author's rights to catalogues, drawings and other papers connected with providing services without any exceptions. The Customer is not entitled to use, translate, copy and make duplicates of any material or documents connected with the Supplier's services.

V. Terms of Delivery

1. According to the concluded contract or accepted order the Supplier shall deliver the services to the Customer under conditions stipulated in the following provisions of this GTC Article.
2. The Supplier shall deliver services on the place and in the time stipulated in the contract or in the order. A tax document about delivery of services will be issued.
3. In case the Supplier fails to provide services within the date stipulated by the contract due to force majeure, the delivery time of services shall be extended

- adequately by the time of duration of the reasons caused by force majeure, or the other change of provided services may occur. For the force majeure are considered unexpected events, or expected events but beyond control which have impact on services delivery, i.e. strikes, measures of the state power bodies, natural elements and disasters, technical obstacles. The Supplier is obliged, if possible, to announce these facts to the Customer as well as the estimated possible time of services delivery. In case the performance from the side of the Supplier becomes unable due to force majeure his obligation to deliver the services to the Customer expires.
4. In case the Supplier shall not be able to provide the customer with the ordered services in agreed upon date, the date of the ordered services shall be changed upon mutual agreement with the Customer.
 5. In case the Supplier will not be able to provide the Customer the ordered services due to other than above mentioned reasons, an alternative programme will be prepared upon the agreement with the Customer. In case the Customer shall withdraw from the order due to this reason and has paid the deposit to the Supplier, this deposit will be reimbursed in full amount.

VI. Price of Services

1. The price of services is governed by the price list determined by the Supplier valid in the time of the order acceptance. The prices stated in the offer are always stated as final prices unless stated otherwise in the document in question.
2. The Supplier reserves the right to agree upon separately with the concrete customer the price and payment conditions in a concrete services order, it means differently from the GTC, valid price list and the other contacts.
3. The Supplier has reserved the right to increase the price ex parte of the concrete ordered service in comparison with the price determined according to the previous stipulations of this Article if between the date of contract conclusion or service order acceptance and the date of payment of the price by the Customer the exchange rate of Euro (EUR) or American Dollar (USD) has been changed against Slovak Crown (SKK) according to the official exchange rate of the National Bank of Slovakia (Národná banka Slovenska -NBS) by more than one percent (1 %). In this case the Supplier has the right to raise the price of ordered services ex parte, but by the sum equal to the percentage of growth of given exchange rate at the maximum.

VII. Payment Conditions

1. The Customer is obliged to pay in time for the services agreed upon by the contract or for the services the order of which was accepted by the Supplier. The Customer is obliged to pay the price under conditions stipulated in these GTC.
2. The price of the ordered services is due before the delivery of services according to the agreement with the Supplier on the basis of preliminary invoice – a deposit payment, or on the basis of a tax document, unless the Customer and the Supplier agree upon otherwise.
3. In case of payment by transfer the price of services is deemed to be paid on the date when the remitted price for services shall be credited to the Supplier's account.

4. The Customer can pay the price for services in cash on the meeting point determined by the contract/order or to the account stated in the invoice, or on the place or to the account announced to the Customer by the Supplier in writing.
5. The price for services is due in principle in Slovak Crowns, but in accordance with the GTC, contracts between the Supplier and the Customer and generally binding legal provisions, the Customer may pay the price for services upon the agreement with the Supplier also in the foreign currency. The exchange rate valid on the day of concluding the contract or the order acceptance is the base for determination of the price in the foreign currency in which the Customer pays for services. Also in this case the currency clause from the Article VI. par. 3 of GTC is applied, that means in case of EUR or USD currency increase against the currency in which services are paid.
6. In case the Customer does not pay the full price or its part for the services by the deadline stipulated in the invoice, contract or in these GTS, the Supplier has right to claim the interest on the overdue accounts in the amount of 0.5 % from the due sum for each day of delay.
7. If in accordance with the contract/order the Customer is obliged to pay deposit to the Supplier before the delivery of services and he fails to pay it in due time, after the notice and expiring of reasonable time for the payment the Supplier can refuse to provide the service until the deposit is paid by the Customer, or withdraw from the contract/order.
8. The customer is obliged to pay to the Supplier the sum for the number of persons/seats stated in the concluded contract or in the accepted order, unless the Supplier and Customer agree upon otherwise.
9. In case the Customer is a holder of Bratislava City Card, the Supplier shall provide the Customer the price reduction in the amount of 10 % from the price for the 30-minute old city tour from Hlavné námestie without reservation.

VIII.

Termination of the Contract

1. The contract/order is deemed terminated on the day of settlement of all rights, obligations and claims of contractual parties.
2. The contract/order can be terminated before the date stipulated in the preceding paragraph by withdrawal in accordance with these GTC with the exception of the Article V. par. 3 of these GTC.
3. The Supplier is entitled to withdraw from the contract/order if:
 - a) the Customer delays in payment of the price for services, in spite of the Supplier's notice to pay in a reasonable additional deadline,
 - b) after the conclusion of the contract/order with the Customer the provable facts on the part of Customer have arisen which give the reason for justified doubts about the possibility of punctual and full performance of all duties and obligation on the part of Customer, namely in connection with payment of the price for services, the Supplier is entitled to withdraw from the contract/order and delivery of services, or to require from the Customer to pay immediately the price for the services independent of the data stated in the invoice.
 - c) the deposit of the price for the services in accordance with the GTC has not been

paid even in the reasonable additional deadline,
d) in other cases if it is allowed by these GTC, contract/order or generally binding legal provisions.

4. The contract/order expires by the withdrawal from the beginning. The validity of the contact/order terminates in the moment of delivery of withdrawal to the Customer from the side of Supplier. By the withdrawal from the contract/order the rights and obligations, which have arisen as a consequence of breach of the contract/order, especially the claim for damages, contractual penalties and other sanctions, lost profits, etc. , do not cease to exist.

IX. Final Provisions

1. These General Trade Conditions are effective from the 1st September 2007.
2. The Supplier is entitled to change the content of the GTC whenever without previous notification. The new GTC conditions are binding for the Customer only after publication of the new wording of GTC on the contact point of the Supplier, or on the Supplier's internet website. The provision of Article I. par. 4 is not affected by this.