GENERAL CONDITIONS FOR COLLABORATION AGREEMENT - SOLARIS d.d. ŠIBENIK

1. ACCOMODATION

Hotel Ivan, Jure, Andrija, Jakov and Niko: Room only consists of overnight stay. There is possibility of supplement for breakfast, dinner and lunch. Room types and descriptions are listed on web site and Solaris d.d. is responsible for accuracy of the descriptions. Check in: 15:00 pm, Check out: 11:00 am. According to Special Customs in the hospitality industry, Solaris d.d. retains the right to accommodate guests who have paid for accommodation in one facility, in another facility of same or higher category, if the Partner has been informed about this change at least three days before the guests' arrival.

2. DATA UPLOAD ON WEB SITE OR XML INTEGRATION

The cooperation between Solaris d.d. and Partner can be carried out using an XML Integration between its systems or on request through web site www.amadriapark.com using the special booking code that will be delivered to the partner along with the booking instructions. For the set-up of the XML Integration, Solaris d.d. has appointed a Channel Manager PrimalRes. Solaris d.d. accepts to be directly and fully responsible for the Channel Manager actuation. The XML Integration will allow Solaris d.d. to update the rates, availability and new selling conditions apart from the ones regulated herein. Solaris d.d. is responsible to keep the rates, inventory, availability and selling conditions accurate and updated through the XML Integration, which also allows Solaris d.d. to receive the bookings made through its partners. Therefore, Solaris d.d. guarantees and is obliged to honor all conditions, rates and information displayed through the XML Integration, which will be the only valid, regardless if they have been sent by Solaris d.d. or its Channel Manager. Solaris d.d. allows Partner to distribute all services and products sent through the XML Integration, regardless if the Services and its conditions have been sent by Solaris d.d. or its Channel Manager without liability. Solaris d.d. is responsible to keep the rates, inventory, availability and selling conditions accurate and updated on web site www.amadriapark.com, so that the bookings made through its partners can enter correctly to booking system.

3. RATES

Solaris d.d. will upload NET rates both on web (when entering booking code) and via XML Integration. The published rate will be already deducted for agreed commission which is applicable on room only service. Agency commission is not applicable on supplements for meals. Rates quoted are directly generated on daily availability. Partners shall be invoiced according to current rates at the time of confirmation of booking. Rates are quoted on a night basis per Unit. For all other services (extra costs) which are not booked by the partner, guests have to pay directly on site in accordance with the valid and published pricelist for the accommodation, facility and extra services.

4. **TOURIST TAX**

In accordance with the regulations governing the payment of the tourist tax, Guest is obliged to pay the tourist tax on the reception of the hotel, during their stay. Children up to 11,99 years old do not pay the residence tax while children from 12 to 17,99 years old have a 50% discount. The amount of the tourist tax is proposed by the Minister and determined by the Government of the Republic of Croatia. Solaris d.d. reserves the right to change the amount of the tourist tax depending on the change in the Tourist Tax Act.

5. ADVERTISING AND PRESENTATION

Partner is obliged to promote at their own cost the accommodation capacities agreed with Solaris d.d. Solaris d.d. is obliged to provide to the Partner all information and promotional material available for the purpose of promoting the aforementioned agreed accommodation facilities. Partner is obliged to provide Solaris d.d. all presentation materials (layout) and the promotional message on final authorisation before printing or publishing. Partner cannot publish promotional message without verification of Solaris d.d. otherwise the Partner will be responsible for all costs incurred by incorrectly published information. Partner is obliged within 8 days from the receipt of a written notice from Solaris d.d., to inform the market about the incorrect publishing of information without the knowledge and approval of Solaris d.d. and reimburse Solaris d.d. for any eventual damage caused by it.

6. BOOKING HANDLING, STOP SALES, CANCELLATION COSTS, REP AND EARLY DEPARTURE

6.1. Booking handling

New bookings, cancelations, amendments will enter immediately in our booking system after the Partner confirms booking on our web site or it will be notified via the XML Integration in the agreed XML format. All bookings are automatically confirmed once notified via the XML Integration without any kind of confirmation from the HOTEL. Solaris d.d. Reservation centre is in charge for all inquiries regarding the reservation status, payment and other details regarding the reservation – agency@amadriapark.com.

6.2. Stop booking

Solaris d.d. retains the right to stop booking at any given time and upload it on the web page along with the integration. Once the stop booking in uploaded it is automatically active and there is no possibility to make a new booking.

6.3. Cancelation costs

If bookings are cancelled, cancellation costs shall be charged:
14 -7 days before arrival 50%, 6 - 1 day before arrival 75%, NO SHOW 100 %
Solaris d.d. reserves the right to change the cancelation costs.

6.4. Agency representative

Partner is obliged to provide Solaris d.d. in advance the name of the person who will be in charge as their Representative in Solaris, who will communicate with their guests, as previously agreed with Solaris d.d. Upon arrival, the Representative is obliged to present himself/herself to the Solaris Sales Department and provide Solaris d.d. a written authorization (working licence) from the Travel agent/Tour operator/Travel organizer and official approvals of competent authorities.

6.5. Early departure

Solaris d.d. will invoice to the Partner entire announced stay of the guest in accordance with the booking received through XML connection or confirmed through web site, regardless of the fact that the guest has left the hotel earlier, and the Partner is obliged to make the payment in full. Partner has the right on refund for the paid and unused services for guests who hasn't finished their stay (booked period) due to illness or death in the guest's family. Partner is responsible that this interruption of guest's accommodation has to be proved with relevant documents to Solaris d.d. If the Partner did not inform Solaris d.d. in written form with enclose evidence (relevant documents) of illness or death in the family, within 8 days after the guest's departure from the hotel, the Partner loses the right to a refund of the paid and unused services for guests who have discontinued using of the services in Solaris d.d.

7. LIABILITY

Solaris d.d. is not responsible for damage caused by a guest, particularly in those cases

8. HOUSE RULES

All guests of hotels are required to follow the house rules set at the hotel reception. It is considered that the guest has agreed with the house rules by registering at the accommodation facility.

9. COMPLAINTS

If a guest has a complaint about agreed and used services, they are obliged to make the complaint in written form during their stay in Solaris d.d., personally or by a representative, to Solaris hotels management. Management of the hotel will, when possible, in agreement with the Management Board of Solaris d.d., try to find an appropriate solution for the guest's dissatisfaction on site. Complaint Form should be composed of two copies, one of which belongs to the client, and the second stays to a hotel's management. For all subsequent complaints Solaris d.d. is not responsible or obligated to make a refund to the customer. The Partner is required to pay the Solaris d.d. full amount for the guest's accommodation, no matter about written complaint. Only complaints received less than 30 days after departure date will be considered.

10. SETTLEMENT AND PAYMENT OF SERVICES

Partner is obliged to settle all debts in full for the time period preceding the contract closing. Solaris d.d. shall invoice for the rates displayed in the system at the time that the booking is made, which is the only valid rate. The contract is considered terminated if the Partner within 8 days from the written notification of Solaris d.d. does not pay all debts. Solaris d.d. shall issue an pro forma invoice for the contracted services on the basis of confirmed reservation through web/XML. The Partner is obliged to pay 100% of the proforma invoice amount no later than 14 days before arrival by bank transfer or VCC (Virtual Credit Card). All reservations made in period 14 days prior to arrival must be paid by Credit Card or VCC. Solaris d.d. will not be able to issue pro forma invoice. As from the day on this Contract conclusion, the Partner is obliged to give a written information on his insolvency to Solaris d.d. immediately, and within 3 days at the latest (including without limitation current account blockade). If the Partner does not ensure the settlement of all remaining outstanding amounts by a one-time advance payment at the same time as the insolvency notice, Solaris d.d. is authorized to terminate this Agreement and to retain payments received until then in the name of damages. The Responsible person points out as a prudent businessman that he has no knowledge whatsoever according to which the Partner would not be able to settle all its obligations on time. If it proves otherwise, this Responsible person shall be considered also personally liable for the fulfilment of contractual obligations and that there has been intent to defraud in commercial transactions.

11. CORRESPONDENCE

The contract parties agree that all written correspondence shall be considered as properly delivered if sent to the address of the registered office of the Partner as stated in this Contract, i.e., to the e-mail address in this contract. In case of dispute, the e-mail signer of stated e-mail address or the person, that has signed the letter with affixed stamp sent to Solaris d.d., shall be regarded entitled by the Partner. Further, regarding the invoices sent to the Partner in the aforementioned manner and to mentioned addresses, they shall be deemed properly received and their amounts and due dates acknowledged if not reasonably contested in writing within 8 (eight) days from the date of receipt.

12. DISPUTE SETTLEMENT/PLACE OF JURISDICTION

To all relations, rights and obligations of Solaris d.d. and Partner not defined neither by this contract nor the general terms and conditions of the allotment contract of Solaris d.d., the substantive law of the Republic of Croatia shall be applicable. Solaris d.d. and the Partner shall strive towards an amicable settlement of all possible disputes, and if not possible, the court in Šibenik shall have judicial competence, and in the case of exclusive jurisdiction, the court in Split has jurisdiction. If any condition or provision of this contract is invalid, illegal or unenforceable, it shall not affect the validity of any other condition or provision of this contract. In that case, the parties shall negotiate in good faith to alter this contract in a manner to achieve the original purpose of the contract parties as effectively as possible.

13. FORCE MAJEURE

No party shall be liable for a failure or delay in performing any of its obligations under this agreement if, but only to the extent that such failure or delay is due to causes beyond the reasonable control of the affected party, including acts of God, fire, explosion, unusually severe weather; pandemic outbreak of a disease or illness; war, invasion, riot, embargoes or blockages; national or regional emergency; acts or threats of terrorism; and injunctions, lockouts, labour trouble or other industrial disturbances (each such event, a "Force Majeure Event"); provided that the party affected shall promptly notify the other of the force majeure condition and shall exert reasonable efforts to eliminate, cure or overcome any such causes and to resume performance of its obligations as soon as possible. The affected party shall serve notice immediately in writing to the other party specifying the nature and extent of the force majeure circumstances. As soon as the affected party is no longer prevented, hindered or delayed from performing its obligations due to force majeure, it shall notify the other party and resume the performance of its obligations under this Contract. If either party is prevented from fulfilling its obligations for a continuous period in excess of two months, either party may terminate the Contract upon service of written notice to the other party on 30 days' written notice.

14. DATA PROTECTION

Both parties agree to comply with Data Protection Laws, keep a record of any processing of personal data, including details of the purpose of processing categories of data processed, implement appropriate technical and organisational measures to protect such personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access. Solaris d.d will upon request from the Partner amend, transfer or delete any personal data or to take any other measures as the Partner may reasonably require to enable the Company to meet its obligations under Data Protection Laws.

15. BUSSINES PRACTICES

Partner shall comply with all applicable laws, statutes, regulations, codes, relating to anti-bribery and anti-corruption. Partner shall refrain from engaging in any form of bribery or corruption (incl. facilitation payments) when dealing with private parties or public officials. Partner shall not discriminate its employees based on gender, age, religion, race, tribe, caste, social background, disability, nationality, membership in workers' organizations, political affiliation, sexual orientation, or any other personal characteristics.

16. DURATION OF AGREEMENT

Unless otherwise specified, this Agreement will be valid for period of one (1) year from the date of signature.

17. CONTRACT CONFIDENTIALITY

The Terms and Conditions of this Contract between Solaris d.d. and Partner are confidential. Partner shall not publicly announce the agreed prices and compare them with prices from contracts agreed between Solaris d.d. and other partners.

Signatures:
Date:_____Place:_____

Partner:
_____
Responsible person

Solaris d.d.
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