

GENERAL TERMS AND CONDITIONS

ARTICLE I. – INTRODUCTORY PROVISIONS

1. These General Terms and Conditions of NKD world s.r.o., Žižkova 3774/4E, Košice – Juh City District, 040 01, Company ID (I■O): 56980451, registered in the Commercial Register of the Municipal Court Košice, Section: Sro, File No. 62468/V (hereinafter the “GTC”), apply to all package tours and tourism services provided and organized by NKD world s.r.o., operating under the trade name Travel Agency navrátil.travel (hereinafter “navrátil.travel Travel Agency” or the “Travel Agency”). These GTC form an integral part of the package travel contract and the contract for the provision of other tourism services (hereinafter jointly the “Contract”) entered into by NKD world s.r.o. with the customer.
2. A “Customer” means any natural or legal person who has entered into a Contract with NKD world s.r.o. in writing or in another appropriate form specified in these GTC (hereinafter the “Customer” and/or “Traveler”).
3. Where the Customer is a natural person who, in entering into and performing the Contract with NKD world s.r.o., is not acting within the scope of their trade, business, or professional activity, such Customer also qualifies as a “Consumer.”
4. By entering into the Contract pursuant to Article III of these GTC, the Customer confirms that they have read and agree to these GTC.
5. “Act” means, for purposes of these GTC, Act No. 170/2018 Coll. on Package Travel, Linked Travel Services, Certain Conditions for Conducting Business in Tourism, and on the Amendment of Certain Acts (hereinafter the “Act”).
6. “Package Tour” means, for purposes of these GTC, the definition set out in Section 3 of the Act (hereinafter the “Package Tour” or “Tour”).
7. “Services” means, for purposes of these GTC, the services offered by NKD world s.r.o. in connection with tourism (hereinafter the “Services”).

ARTICLE II. – PRE-CONTRACTUAL INFORMATION

NKD world s.r.o. provides the Traveler, prior to entering into the Contract or prior to sending an offer whose acceptance may lead to the conclusion of the Contract, with pre-contractual information to the following extent:

- Pre-contractual information prior to entering into a package travel contract.
- Pre-contractual information prior to arranging Services.

ARTICLE III. – BOOKING A TOUR AND FORMATION OF THE CONTRACTUAL RELATIONSHIP

1. A booking arises when the Customer selects a Tour or Service on the website www.navratil.travel and completes and submits the order form. To properly complete a booking, the Customer must fill in the required information on the order form and provide consent to these GTC.
2. By submitting the order, the Customer confirms the truthfulness and accuracy of the information provided. Submission of the order is deemed an offer to enter into a Contract with NKD world s.r.o.
3. The order is subsequently finalized through the electronic system of NKD world s.r.o., resulting in the generation of an electronic contract or a confirmation of the conclusion of the Contract, based on the information submitted during the ordering process, and in the sending of the Contract to the Customer’s email address. A contractual relationship (conclusion of the Contract) between the Customer and NKD world s.r.o. arises upon the sending of the electronic contract to the Customer based on the information provided in the order. The electronic contract is deemed valid and effective as of the date the deposit for the Tour is paid in

accordance with the order or Contract.

4. If the Contract was concluded in writing (i.e., without using the electronic system of NKD world s.r.o.), the Contract becomes valid and effective on the date it is signed by both contracting parties.

5. The Customer's email address provided in the order will be used to deliver information to the Customer and is deemed a durable medium within the meaning of Section 2(g) of the Act.

6. With respect to other persons named in the Contract who did not themselves enter into the Contract in writing or in another appropriate form, the person who entered into the Contract in writing or in another appropriate form (the Customer) confirms that they are duly authorized to enter into the Contract in writing or in another appropriate form, including the authority to provide personal data, such that these other persons also acquire the status of Traveler. Otherwise, NKD world s.r.o. is entitled to require the person who entered into the package travel contract in writing or in another appropriate form to fulfill all obligations arising from the Contract, the GTC, and the Act, or to compensate NKD world s.r.o. in full for any resulting damages.

7. If the Customer books a Tour (or Services) for other persons as well, the Customer and the other persons named in the Contract are jointly and severally entitled and obligated with respect to all rights and obligations. With respect to persons named in the Contract who did not themselves enter into the Contract in writing or in another appropriate form, the Customer who entered into the Contract in writing or in another appropriate form guarantees the performance of their obligations; if more than one person signed the package travel contract on the Traveler's side, they are jointly and severally liable.

8. By entering into the Contract, NKD world s.r.o. undertakes to provide the Customer with the booked Tour (or Services) to the extent and quality agreed between the contracting parties.

9. Minors may participate in a Tour only when accompanied by a legal guardian, or by an adult who has been granted written power of attorney by the minor's legal guardians. The legal guardians, or the person granted power of attorney by the legal guardians, bear full responsibility for the minor entrusted to their care.

10. Where the Customer booking a Tour (or Services) is a foreign national, such Customer submits fully to the legal order of the Slovak Republic.

ARTICLE IV. – TOUR PRICE AND PAYMENT TERMS

1. The price of the Tour or Service is determined by agreement between NKD world s.r.o. and the Customer. The total price of the Tour (or Service) (hereinafter the "Total Tour Price") is the price stated in the Contract plus any additional fees that may arise no later than 20 days before the start of the Tour and which are beyond the control and influence of NKD world s.r.o. (e.g., new entry and exit permit fees levied by the relevant government authorities). The price of the Tour may change prior to the scheduled departure date due to various circumstances. Prices listed in the price list or on the NKD world s.r.o. website www.navratil.travel are indicative only and certain parameters may vary.

2. NKD world s.r.o. is entitled, by unilateral action, to increase the Tour price if there is an increase in: the cost of passenger transportation resulting from changes in fuel prices or other energy sources; the amount of taxes or fees for tourism services forming part of the Tour that are charged by a third party who is not a direct provider of the tourism services forming part of the Tour, including local accommodation tax, airport fees, and port fees, or embarkation or disembarkation fees at airports and ports; or exchange rates relevant to the Tour.

3. In the event of a unilateral increase in the Tour price, NKD world s.r.o. undertakes to send the Customer a clear and comprehensible notice of the price increase on a durable medium, together with the reasoning and calculation of the price increase, no later than 20 days before the start of the Tour; otherwise, NKD world s.r.o. will not be entitled to payment of the price difference. The Customer must pay the resulting difference without undue delay, and no later than the deadline specified in the price-increase notice; otherwise, the Travel Agency is entitled to withdraw from the Contract and proceed as set out in Article VIII (payment of the cancellation fee)

of these GTC.

4. If the Tour price increase under paragraph 2 of this Article exceeds 8% of the Total Tour Price, the Customer has the right to withdraw from the Contract without paying a cancellation fee (Article VIII of these GTC), provided the Customer does so within the deadline specified by NKD world s.r.o. in the price-change notice.

5. NKD world s.r.o. is not obligated to refund the price paid for the Tour if the Traveler did not participate in the Tour or did not use the Services for reasons for which NKD world s.r.o. is not responsible.

6. The Customer has the right to a reduction in the Tour price corresponding to a reduction in the costs referred to in paragraph 2 of this Article that occurred between the conclusion of the Contract and the start of the Tour.

7. NKD world s.r.o. is entitled to require payment of the Total Tour Price (or Service price) within the deadline set by NKD world s.r.o., prior to the start of the Tour (or Service). Unless the Contract provides otherwise, the Customer must pay the Tour price as follows: (i) upon formation of the contractual relationship (i.e., within 3 days of concluding the Contract), the Customer undertakes to pay 50% of the price of the Tour or Service; (ii) the Customer undertakes to pay the remaining balance of the price of the booked Services no later than 60 days before the start of the Tour (or Service); (iii) if the contractual relationship arises less than 60 days before the start of the Tour (or Service), the Customer undertakes to pay the Total Tour Price (or Service price) in full no later than 3 days after concluding the Contract.

8. The Customer may make payment by one of the following methods: (a) bank transfer to the bank account of NKD world s.r.o., or (b) cash deposit, transfer order, or postal money order (the Customer must state their surname and the name of the booked Service in the payment reference).

9. The Customer and other persons named in the Contract are entitled to receive the booked Services only after payment of the Total Price of the booked Services in full. If the Customer fails to pay the price of the booked Services in the manner and within the deadline specified in the Contract or these GTC, NKD world s.r.o. is entitled to demand payment of a contractual penalty pursuant to Article VIII of these GTC and to withdraw from the concluded Contract. The right of NKD world s.r.o. to claim damages remains unaffected.

10. NKD world s.r.o. is not a VAT payer.

ARTICLE V. – RIGHTS AND OBLIGATIONS OF THE CUSTOMER

1. The Customer's basic rights are:

- the right to due provision of the booked and paid-for Services (Tour);
- the right to receive proper information relating to the booked and paid-for Services (Tour) known to NKD world s.r.o., as well as to be informed of any changes to the booked Services that NKD world s.r.o. becomes aware of after the price of the Tour (or Service) has been paid; this does not in any way affect the information obligation under Article II of these GTC;
- the right to withdraw from the Contract at any time prior to the start of the use of the booked Services, pursuant to Articles VII and VIII of these GTC;
- the right to withdraw from the Contract at any time, even without stating a reason, prior to the start of the use of the Services, subject to the conditions of Article VIII of these GTC;
- the right to make a complaint regarding deficiencies and to have such complaint resolved in accordance with Article IX of these GTC;
- the right to have details clarified regarding the booked Services (where not stated directly in the Contract), for example regarding: additional fees for services not included in the booked Service, the name of the accommodation facility, its location, category, and class, the type of transport, the manner and scope of meals, and the itinerary/program of the Tour;

- details regarding the possibility of contacting a minor or a representative of NKD world s.r.o. at the minor's place of stay, where the Tour involves a minor participant;
- the right to contact information for a representative of NKD world s.r.o. whom the Customer may contact for assistance in the event of difficulties throughout the Tour, and who is also authorized to receive and handle complaints;
- the right to information about travel insurance abroad, or about the possibility of concluding such travel insurance;
- the right to be promptly informed of any changes to the Tour program, scope of Services, and price;
- prior to the start of the Tour, the right to notify NKD world s.r.o. on a durable medium that another person who meets all agreed conditions for participation in the Tour will take part in the Tour in the Customer's place; the third party's consent to the assignment of the Contract must be included in such notice. The third party must also declare in the notice that they meet all conditions for participation in the Tour. The Customer may exercise this right only within a period of up to 7 days before the start of the Tour; after this period expires, this right of the Customer lapses. The original Customer and the new Customer are jointly and severally liable for payment of the Tour price and for reimbursement of any costs incurred by the Travel Agency in connection with the change of Customer.

2. The Customer's basic obligations are:

- to provide NKD world s.r.o. with the cooperation necessary for the proper arrangement of the Tour and booked Services, in particular by providing complete and truthful information for purposes of the Contract and other necessary documents, as well as by submitting all relevant supporting documents on which the provision of Services is conditioned. If the Customer fails to duly comply with this obligation, the Customer must reimburse NKD world s.r.o. for all costs and damages arising from the provision of incorrect or incomplete information;
- to notify in advance the use of Services by persons who are not nationals of the Slovak Republic; otherwise, NKD world s.r.o. is not responsible for the proper arrangement of the Tour or the provision of Services to such persons. Foreign nationals are themselves responsible for fulfilling all necessary requirements (e.g., passport, customs, currency, and other regulations of the destination country) on which the provision of the Tour and use of Services in the Slovak Republic and abroad are conditioned for them;
- to arrange for the accompaniment and supervision of an adult for minors during the Tour, and likewise to arrange accompaniment and supervision for persons whose health or mental condition requires it;
- to pay the Total Tour Price and the price of booked Services in full for all booked Services related to the Tour, pursuant to Article IV of these GTC;
- in the case of notification of additional changes regarding the Tour or booked Services, to communicate its position without undue delay, and no later than within the specified deadline, in writing;
- to receive from NKD world s.r.o. the documents and records necessary to use the booked Services and to check the accuracy of the information contained therein;
- to comply, throughout the Tour, with the customs, passport, transport, safety, health, hygiene, and other legal regulations of the countries visited;
- to fulfill vaccination and other health requirements for travel to countries for which such requirements are established;
- when using the booked Services, to follow precisely the instructions and information of NKD world s.r.o. or its representatives in the Slovak Republic or abroad, as well as the instructions of direct service providers, to observe departure times and locations, and, at their own responsibility, to secure all necessary travel documents and fulfill other conditions necessary for use of the booked Services (passport, visas, insurance documents, vaccinations, etc.);

- to follow the instructions of the guide or representative of NKD world s.r.o., as well as the instructions of direct providers of the booked Services, and to comply with the established Tour program and the applicable legal regulations of the country visited as well as the place of stay and the accommodation facility (in particular, accommodation and transport rules); to compensate for any damage caused at an accommodation or dining facility, in a means of transport, or at a monument, museum/gallery, etc. during the Tour;
- to conduct themselves so as to avoid causing harm to the health or property of other Travelers, providers of booked Services, and third parties; to compensate for any damage caused by their own conduct while using the booked Services;
- to respect safety regulations and instructions relating to transport safety, as well as to follow the instructions of aircraft crew, to observe the no-smoking rule on board aircraft, and not to behave aggressively toward fellow travelers, etc. In the event of non-compliance with the obligations set out in the preceding sentence, NKD world s.r.o. bears no liability whatsoever for the Customer's non-participation in the Tour or for the impossibility of properly using the booked Services;
- to ensure the timely and proper assertion of any claims against service providers pursuant to these GTC;
- to notify NKD world s.r.o. of any change in the information stated in the Contract or regarding booked Services (such as personal data, contact person, email, or telephone contact); the Customer bears, in full, all costs incurred by NKD world s.r.o. in connection with any such change (e.g., change of surname, change of travel document, etc.).

ARTICLE VI. – OBLIGATIONS OF NKD WORLD S.R.O.

The basic obligations of NKD world s.r.o. include, in particular:

1. NKD world s.r.o. is obligated, prior to entering into the Contract, to inform the Customer of the scope of the Services provided that may affect the conclusion of the Contract.
2. NKD world s.r.o. is not obligated to provide the Customer (or other persons for whose benefit the Contract was concluded) with performance beyond the scope of the booked and paid-for Services.
3. NKD world s.r.o. is required to maintain insolvency protection insurance, under which the Customer becomes entitled to insurance benefits in the event of the insolvency of NKD world s.r.o. if it: fails to provide the Customer with transportation from the place of stay abroad back to the Slovak Republic, where such transportation forms part of the Tour; fails to refund the deposit or price paid for the Tour if the Tour did not take place, or fails to refund payments received for Services arranged by NKD world s.r.o. that were not provided; or fails to refund the difference between the price paid and the price of a partially provided Tour or partially provided Service, where the Tour or Service arranged by NKD world s.r.o. was provided only in part.
4. NKD world s.r.o. shall, together with the Contract, provide the Customer with a certificate of insolvency protection insurance issued by KOOOPERATIVA poisrovania, a.s. Vienna Insurance Group, Štefanovičova 4, 816 23 Bratislava, telephone: +421 268 20 20 60. The certificate of insolvency protection insurance of NKD world s.r.o. is also available to the Customer on the website www.navratil.travel.

ARTICLE VII. – CHANGE OF AGREED TERMS AND CANCELLATION OF THE TOUR

1. NKD world s.r.o. is entitled to unilaterally change the terms of the Tour stated in the Contract prior to the start of the Tour, provided that the change is insignificant and NKD world s.r.o. informs the Customer of such change in a clear, comprehensible, and specific manner on a durable medium. A change of location and accommodation facility is deemed an insignificant change of the terms of the Contract, provided that substitute accommodation of at least the same or a higher category and in a similar area is arranged; likewise, a change in the order of places visited, a change of transport for transport, safety, or other operational reasons, and a change of departure or arrival location are deemed insignificant changes.

2. If NKD world s.r.o. is forced to substantially change any of the essential characteristics of the booked Service, i.e., the information provided in accordance with Article II of these GTC, or cannot fulfill special requests of the Customer stated in the order that NKD world s.r.o. had agreed to, or proposes to increase the Total Tour Price by more than 8%, it shall propose a change to the Contract to the Customer. In such case, NKD world s.r.o. shall promptly inform the Customer in a clear, comprehensible, and specific manner on a durable medium of: (a) the proposed changes and their impact on the Tour price; (b) the Customer's right to accept the proposed changes within a specified reasonable period or to withdraw from the Contract without paying a cancellation fee; (c) the fact that if the Customer does not accept the proposed changes to the Contract within the period specified under letter (b), the Contract will terminate; (d) the price of a replacement Tour, if such a replacement Tour is offered to the Customer.

3. If the Customer withdraws from the Contract and does not accept the offer of a replacement Tour, NKD world s.r.o. is obligated to refund all payments made by the Customer without undue delay, and no later than within 14 days from the date of delivery of the notice of withdrawal from the Contract. If the Customer accepts the offer of a replacement Tour, a new contract is concluded and all payments made under the original Contract are deemed payments under the new contract. If the price of the replacement Tour is lower than the payments already made, NKD world s.r.o. must promptly refund the difference to the Customer.

4. NKD world s.r.o. reserves the right to cancel the Tour and withdraw from the Contract if the minimum number of participants has not been registered (the "minimum participant reservation"), under the conditions agreed in these GTC. The decision as to whether the Tour will take place rests solely within the competence of NKD world s.r.o. If NKD world s.r.o. cancels the Tour and withdraws from the Contract due to the minimum number of participants not being reached, it must notify the Customer of this fact without undue delay, and no later than within the following periods: 20 days before the start of the Tour, for trips lasting longer than 6 days; 7 days before the start of the Tour, for trips lasting from 2 to 6 days; 48 hours before the start of the Tour, for trips lasting less than 2 days.

5. NKD world s.r.o. further reserves the right to cancel the Tour as a result of events that cannot be avoided even with the exercise of all due care, or as a result of unusual and unforeseeable circumstances. If NKD world s.r.o. cancels the Tour for this reason, it must notify the Customer of this fact without undue delay before the start of the Tour.

6. If NKD world s.r.o. withdraws from the Contract due to cancellation of the Tour prior to its commencement, it may offer the Customer a replacement Tour. In such a situation, the provisions of point 7.3 of these GTC apply accordingly.

7. During the use of Services and the Tour, NKD world s.r.o. is entitled to make operational changes to the Tour program and the Services provided if, for objective reasons, force majeure, decisions of government or other competent authorities, or extraordinary circumstances that NKD world s.r.o. has no ability to influence or foresee, it is not possible to ensure the original Tour program and Services.

8. NKD world s.r.o. bears no liability for the consequences of changed or unprovided Services or program caused by an event that could not be avoided even with the exercise of all due care, or as a result of unusual, unforeseeable, and extraordinary circumstances (e.g., war, terrorist attack, uprising, strikes, earthquake, other natural disasters, spread of infectious disease, decisions of state and local authorities or diplomatic missions, e.g., in connection with the granting or refusal of visas, delay of a means of transport caused by technical failures, weather, traffic conditions, a carrier's decision, a decision by a fixer or local guide, strikes, and similar circumstances beyond the control of NKD world s.r.o.). In the event of such unforeseeable circumstances or unavoidable extraordinary circumstances of force majeure, the Customer acknowledges the need to incur additional expenses and costs, which the Customer shall bear (e.g., payment for airline tickets to maintain the continuation of the Tour or return home if an unavoidable or extraordinary circumstance exists at the location of the Tour).

9. The Customer acknowledges that, for Services that include accommodation, the first and last day are intended primarily for transport and transfer, and therefore complaints based on a shortened length of stay for this reason are deemed unfounded.

ARTICLE VIII. – WITHDRAWAL FROM THE PACKAGE TRAVEL CONTRACT

1. NKD world s.r.o. is entitled to withdraw from the Contract prior to the start of the Tour only due to cancellation of the Tour or due to breach of contractually agreed obligations by the Customer. NKD world s.r.o. shall notify the Customer of this fact on a durable medium in accordance with Article VII of these GTC.

2. The Customer has the right to withdraw from the package travel contract at any time prior to the start of the Tour as follows: without stating a reason; if a new contract (replacement Tour) is not concluded pursuant to Article VII, paragraph 3 of these GTC; or due to breach by NKD world s.r.o. of obligations arising from the Contract or the Act.

3. The Customer must submit the notice of withdrawal from the Contract in writing and send it to the address of NKD world s.r.o. by registered mail, or deliver it to the address of NKD world s.r.o. by another verifiable means. Withdrawal from the Contract takes effect on the date the written notice of withdrawal is delivered to the address of NKD world s.r.o.

4. If the Customer withdraws from the Contract prior to the start of the Tour without stating a reason, the Customer undertakes to pay NKD world s.r.o. a cancellation fee in the following amounts: actually incurred costs, but no less than 40% of the Tour price, if withdrawal occurs 61 or more days before the start date of the Tour; actually incurred costs, but no less than 50% of the Tour price, if withdrawal occurs between 60 and 50 days before the start date; actually incurred costs, but no less than 60% of the Tour price, if withdrawal occurs between 49 and 40 days before the start date; actually incurred costs, but no less than 80% of the Tour price, if withdrawal occurs between 39 and 30 days before the start date; actually incurred costs, but no less than 90% of the Tour price, if withdrawal occurs between 29 and 15 days before the start date; and 100% of the Tour price, if the Traveler withdraws within 14 days or less before the start date (the amounts stated apply per person, regardless of age).

5. If NKD world s.r.o. withdraws from the Contract due to the Customer's breach of obligations arising from the Contract, the Customer must pay NKD world s.r.o. a contractual penalty in the amount and manner determined in Article VIII, paragraph 4 of these GTC.

6. If the Customer fails to commence the Tour or fails to begin using the booked Services for any reason, or, based on their own decision, does not use them in whole or in part, the Customer is not entitled to a refund of the Tour price for unused Services.

7. In determining the number of days for calculating the amount of the cancellation fee, the decisive date is the date on which the withdrawal from the Contract takes effect. This date is also included in the specified number of days. The day on which the first Service is to be provided – the day of departure, flight, or start of the Tour – is not included in this number of days.

8. NKD world s.r.o. has the right to deduct the amount of the cancellation fee or contractual penalty from the deposit paid or from the price paid for the Services booked to date. NKD world s.r.o. is also obligated to promptly refund to the Customer the balance of the paid Tour price under the cancelled Contract.

9. The Customer is entitled to withdraw from the Contract prior to the start of the provision of the Tour without paying a cancellation fee: if unavoidable and extraordinary circumstances occur at the destination or in its immediate vicinity (for example, if there are serious safety concerns at the destination) that significantly affect the provision of the Tour or the Customer's transportation to the designated location (in such case, the Customer is entitled to a refund of all payments made for the Tour within 14 days from the date of delivery of the notice of withdrawal); if the Customer arranges a substitute participant in accordance with Article V, paragraph 1, letter (k) of these GTC (the price paid by the original Customer will be credited toward the Tour

booked by the new Customer, which the original Customer expressly acknowledges; if the Total Tour Price was not paid in full by the original Customer, the new Customer must, within the period specified by NKD world s.r.o., pay the difference between the amount paid by the original Customer and the Total Tour Price); due to the Customer's withdrawal on account of a change in the Total Tour Price of more than 8% pursuant to Article VII, point 2 of these GTC (provided the Customer does so within the period specified by NKD world s.r.o. in the price-change notice); or upon cancellation of the Tour by NKD world s.r.o.

10. For a Contract concluded away from business premises, the Customer is entitled to withdraw from the package travel contract even without stating a reason and without any obligation to pay a cancellation fee within 14 days from the date the Contract was concluded. In such case, NKD world s.r.o. must proceed as set out in Article VII, point 3 of these GTC. The Customer's entitlement under this point of the GTC does not apply to Tours whose price is reduced due to their provision shortly after the conclusion of the Contract, with the Customer's right of withdrawal under the first sentence being excluded.

ARTICLE IX. – LIABILITY FOR THE PROVISION OF THE TOUR, DAMAGES, AND COMPLAINTS

1. NKD world s.r.o. is liable for breach of the package travel contract, including where the obligations are those of other providers of services provided as part of the Tour (hereinafter "Breach of Contract").

2. If any tourism service is not provided in accordance with the Contract, the Act, or a special regulation, or does not have the characteristics that the Traveler could reasonably have expected given the offer and customary practice, the Traveler must promptly notify NKD world s.r.o. or its authorized representative of this fact.

3. NKD world s.r.o. must, within a reasonable period specified by the Traveler, take remedial action to bring the tourism service into conformity with the Contract, the Act, or a special regulation, or with the Traveler's reasonable expectations, if this is possible under the circumstances or if doing so would not cause NKD world s.r.o. disproportionate costs relative to the extent of the Breach of Contract and the value of the affected tourism services.

4. Specifying a deadline under paragraph 3 of this Article is not required if NKD world s.r.o. notifies the Traveler that it will not take remedial action, or if the remedial action cannot be delayed due to the Traveler's particular interest.

5. If NKD world s.r.o. does not take remedial action under paragraph 3 of this Article, it shall offer the Traveler alternative tourism services, even where return of the Traveler to the place of departure is not guaranteed under the Contract, provided that such alternative tourism services are: (a) of the same or higher quality as stated in the Contract, at no additional cost to the Traveler; or (b) of lower quality than stated in the Contract, together with an offer of a reasonable price reduction for such tourism services.

6. The Traveler may refuse alternative tourism services offered by NKD world s.r.o. under paragraph 5 of this Article if such alternative tourism services are not comparable to the tourism services stated in the Contract, or if the price reduction offered for lower-quality tourism services is not reasonable. If the Traveler refuses the provision of alternative tourism services in accordance with the first sentence, or cannot accept such alternative tourism services for objective reasons, the Traveler shall continue to use the tourism services that are the subject of the notice under paragraph 2 of this Article, and NKD world s.r.o. shall grant the Traveler a reasonable price reduction for the tourism services that were the subject of the notice under paragraph 2 of this Article.

7. If NKD world s.r.o. does not take remedial action under paragraph 3 of this Article nor provides the Traveler with alternative tourism services under paragraph 5 of this Article, the Traveler has the right to: (a) take remedial action themselves and demand from the Travel Agency reimbursement of reasonably incurred costs associated therewith; or (b) withdraw from the Contract without paying a cancellation fee and demand a reasonable price reduction for tourism services that were not provided properly and on time, where this

constitutes a material Breach of Contract.

8. NKD world s.r.o. must, in cooperation with the Traveler, prepare a written record and provide the Traveler with a copy of such written record if: (a) it does not take remedial action under paragraph 3 and paragraph 5, letter (a) of this Article; (b) it provides the Traveler with alternative tourism services under paragraph 5, letter (b) of this Article; (c) the Traveler, in accordance with paragraph 6 of this Article, refuses alternative tourism services or cannot accept them for objective reasons; or (d) the Traveler, under paragraph 7, letter (a) of this Article, takes remedial action themselves.

9. The Traveler has the right to make a complaint regarding the Tour within two years from the end of the Tour, or, if the Tour did not take place, from the date on which the Tour was to have ended under the Contract. Where possible, the Traveler shall attach the written record under paragraph 8 of this Article when submitting the complaint.

10. The Traveler has the right to a reasonable price reduction under paragraph 5, letter (b), paragraph 6, or paragraph 7 of this Article. If NKD world s.r.o. does not prove that the Breach of Contract was caused by the Traveler, it must, within 30 days from the date the complaint was made, refund a portion of the price, taking into account the seriousness and duration of the Breach of Contract; this does not affect the Traveler's right to claim damages.

11. If the Tour includes transportation of the Traveler, NKD world s.r.o. shall, in the cases under paragraph 6 and paragraph 7, letter (b) of this Article, arrange repatriation by comparable transport promptly and at no additional cost to the Traveler.

12. If, as a result of unavoidable and extraordinary circumstances, it is not possible to ensure the Traveler's return in accordance with the Contract, NKD world s.r.o. shall cover the costs of necessary accommodation, if possible of the same category and class, for a period of up to three nights per Traveler. If special regulations on passenger rights applicable to the relevant means of transport provide for longer periods for the Traveler's return, those longer periods shall apply.

13. The limitation on accommodation costs under paragraph 12 of this Article does not apply to persons with reduced mobility and their accompanying persons, pregnant women, unaccompanied minors, or persons requiring special medical care, provided NKD world s.r.o. was informed of their special needs at least 48 hours before the start of the Tour.

14. NKD world s.r.o. may not invoke unavoidable and extraordinary circumstances to limit its liability to cover accommodation costs under paragraph 12 of this Article if the relevant transport provider cannot invoke such circumstances.

15. The Traveler is entitled to deliver a notice, request, complaint, or grievance (hereinafter a "Submission") relating to the provision of the Tour directly to the travel agent through which the Tour was purchased. The travel agent must forward any Submission received to NKD world s.r.o. without undue delay. The date on which the Submission is delivered to the travel agent is deemed the date of delivery to NKD world s.r.o.

16. NKD world s.r.o. must provide reasonable assistance to a Traveler in difficulty without undue delay, including in the circumstances described in Section 22, paragraph 12 of the Act, in particular by providing appropriate information about healthcare services, local authorities, and the diplomatic mission of the Slovak Republic; and assistance to the Traveler with remote communication and finding an alternative solution to the problem.

17. If the Traveler finds themselves in difficulty as a result of their own intentional conduct or negligence, NKD world s.r.o. is entitled to require reimbursement from the Traveler for the assistance provided. The amount of reimbursement may not exceed the actual costs incurred by NKD world s.r.o. in providing assistance to the Traveler.

18. Information on the complaint procedure:

- The Customer must assert the right to remedy a defectively provided Service without undue delay, directly on-site with the service provider or with an authorized representative of NKD world s.r.o., so that immediate remedial action can be arranged.
- If immediate remedial action cannot be arranged and the complaint cannot be resolved, the Customer shall prepare a written record together with NKD world s.r.o. (or its authorized representative) identifying the Tour, the Customer, and the subject matter of the complaint. The complaint record shall be signed by the representative of NKD world s.r.o. or the service provider and by the Customer, who shall receive one copy. The signature of the representative of NKD world s.r.o. and the service provider shall not be deemed an expression of agreement with the content of the record or with the relevance of the deficiencies alleged – the written record serves exclusively to verify the authenticity of the record as a basis for a subsequent complaint. The Customer must submit this confirmed record when filing a complaint with NKD world s.r.o.
- The Customer has the right to make a complaint regarding the Tour within two years from the end of the Tour, or, if the Tour did not take place, from the date on which the Tour was to have ended under the Contract.
- NKD world s.r.o. must respond in writing to all complaints filed in accordance with the above conditions, no later than within 30 days from the filing of the complaint. Damages and financial losses that fall within the insurance coverage of an insurer under an insurance contract (e.g., accident) or that are excluded from the scope of insurance coverage shall not be deemed grounds for a complaint.
- NKD world s.r.o. maintains a record of complaints, which includes information on the date the complaint was made, and the date and manner in which the complaint was resolved.

1. If the Customer fails to commence the Tour without prior withdrawal from the Contract, or voluntarily does not use a Service during the Tour or stay, the Customer has no claims against NKD world s.r.o. for liability for defects. The same applies if the Customer cannot commence the Tour or use a Service due to a breach of their own obligations.

20. If circumstances arise whose occurrence, course, and consequences do not depend on the activity and conduct of NKD world s.r.o., or circumstances on the part of the Customer, as a result of which the Customer wholly or partly does not use the booked, paid-for, and arranged Services, the Customer is not entitled to a refund or discount on the price of such Services.

21. NKD world s.r.o. is not liable for damage that neither it nor its service suppliers caused, and which was caused by the Customer, by a third party who is not a provider of the tourism services provided as part of the Tour, where the breach could not have been foreseen or avoided, or as a result of unavoidable and extraordinary circumstances.

22. NKD world s.r.o. draws attention to possible delays of means of transport due to weather conditions, deteriorated road conditions, congestion at border crossings, air traffic organization, or technical and operational reasons. NKD world s.r.o. bears no liability for damage caused by delays of means of transport. The Customer has no right to withdraw from the Contract on account of a delay of a means of transport.

23. NKD world s.r.o. bears no liability whatsoever for damages, costs, or other losses incurred by the Customer as a result of the Customer's failure to assert their rights against the relevant air carrier in the event of flight cancellation, delay, denial of boarding, etc.

24. Compensation for damages under these GTC may not exceed three times the Total Tour Price. This limitation on the scope of damages does not apply to personal injury or to damage caused intentionally or through negligence.

ARTICLE X. – TRAVEL INSURANCE AND OTHER SERVICES

1. NKD world s.r.o. recommends that the Customer maintain valid comprehensive travel insurance, including trip cancellation insurance, for travel abroad in case of unforeseen events preventing commencement of the Tour. The Customer may arrange such insurance independently or may use the services of the cooperating insurer, KOOOPERATIVA poisrovania, a.s. Vienna Insurance Group.
2. The Customer hereby acknowledges that, with respect to the relevant insurer, NKD world s.r.o. acts only as an intermediary facilitating the opportunity to enter into an insurance contract, and that any communication regarding the insurance contract, including in connection with an insured event, will take place directly between the insurer and the Customer. NKD world s.r.o. bears no liability whatsoever for the settlement of an insured event or for any other claims under the insurance contract.
3. The Customer acknowledges that NKD world s.r.o. enables other business operators (hereinafter a “Provider”) to offer their services through the website www.navratil.travel and to have the opportunity to enter into contracts with third parties (hereinafter a “Client”) for the use of the Provider’s services (this concerns, in particular, services such as visa arrangement, ticket sales, etc.).
4. NKD world s.r.o. merely enables Providers, through the website www.navratil.travel, to enter into contracts with Clients. The supplier of the service (i.e., the Provider) is a person distinct from NKD world s.r.o., and the Client, by clicking on the desired service of the Provider, will be redirected to the Provider’s website, where they will complete their potential order and enter into the contract.
5. The Client confirms that, prior to first using the website www.navratil.travel and prior to sending an order for services to the Provider, they have duly reviewed the current version of these GTC, accept them, and undertake to comply with and observe them.
6. NKD world s.r.o. is not a party to the contractual relationships established by contracts entered into between Clients and Providers. NKD world s.r.o. bears no liability whatsoever for the performance of contracts by Providers, nor does it bear any liability for any damage incurred by a Client under or in connection with a contract with a Provider.

ARTICLE XI. – ALTERNATIVE DISPUTE RESOLUTION FOR CONSUMER DISPUTES

1. NKD world s.r.o. and the Customer shall endeavor to resolve any disputes amicably.
2. If a dispute is not resolved amicably, the Customer is entitled to resolve the dispute by alternative means pursuant to Act No. 391/2015 Coll. on Alternative Resolution of Consumer Disputes, as amended.
3. The Customer has the right to contact NKD world s.r.o. with a request for redress if dissatisfied with the manner in which NKD world s.r.o. handled their complaint, or if the Customer believes that NKD world s.r.o. has violated their rights. The Customer has the right to file a petition to initiate alternative dispute resolution with an alternative dispute resolution body if NKD world s.r.o. responded negatively to the request referred to in the preceding sentence, or did not respond within 30 days of its submission. This does not affect the possibility of applying to a court.
4. List of alternative dispute resolution bodies: www.mhsr.sk (Ministry of Economy of the Slovak Republic – Consumer Protection – Alternative Resolution of Consumer Disputes section).
5. A petition may be filed in paper form, electronic form, or orally for the record. The Customer may use the form template set out in Annex No. 1 to Act No. 391/2015 Coll. on Alternative Resolution of Consumer Disputes, as amended, which is also available on the website of each alternative dispute resolution body. A petition may also be filed through the European Commission’s Online Dispute Resolution platform at ec.europa.eu/consumers/odr.

ARTICLE XII. – PROTECTION OF PERSONAL DATA

The Customer's personal data will be processed in accordance with the personal data processing principles of NKD world s.r.o., which are available on the website www.navratil.travel in the "Personal Data Protection" section.

ARTICLE XIII. – CONTACT

The Customer may contact NKD world s.r.o. using the following contact information:

NKD world s.r.o.

Registered office: Žižkova 3774/4E, 040 01 Košice – Juh City District, Slovak Republic

Email: ahoj@navratil.travel

Phone: +421 908 838 039

ARTICLE XIV. – SUPERVISORY AUTHORITY

The supervisory authority is:

Slovak Trade Inspection Authority (SOI)

SOI Inspectorate for the Košice Region

Vrátna 3, P.O. BOX A-35, 040 65 Košice 1

Supervision Department

Tel.: 055/729 07 05, 055/622 76 55

ARTICLE XV. – FINAL PROVISIONS

1. These GTC form an integral part of the Contract entered into between NKD world s.r.o. and the Customer pursuant to Article III of these GTC. If any provision of the Contract conflicts with these GTC, the provision of the Contract shall prevail.
2. NKD world s.r.o. reserves the right to unilaterally amend and supplement these GTC. In the event of an amendment to the GTC, the contractual relationship between NKD world s.r.o. and the Customer shall be governed by the terms and conditions in effect at the moment the Customer submitted the order, which are available on the website of NKD world s.r.o., www.navratil.travel.
3. The provisions of these GTC relating to consumers do not apply to persons who are not Consumers.
4. These GTC and the relationships arising from them are governed by the laws of the Slovak Republic, in particular: for a Customer who is a Consumer – Act No. 40/1964 Coll., the Civil Code, as amended, and Act No. 250/2007 Coll. on Consumer Protection, as amended; for a Customer who is not a Consumer – Act No. 513/1991 Coll., the Commercial Code, as amended.
5. References in these GTC to legal regulations shall be deemed to also refer to legal regulations that partially or fully amend or replace them.
6. If any provision of these GTC is or becomes invalid or ineffective, this shall not affect the validity or effectiveness of the Contract or of the other provisions of the GTC. In such case, the invalid or ineffective provision shall be replaced by a valid and effective provision whose economic effect comes as close as possible to the original spirit of the invalid or ineffective provision, or which serves, to the greatest extent possible, the purpose of these GTC and the Contract.
7. By submitting an order, the Customer confirms that they have read and agree to the terms of these GTC.
8. These GTC are effective as of October 1, 2025.

Yours, Navrátil.travel

Ing. Jiří Krška, MBA, DBA