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Terms and Conditions

Terms and conditions for services ordered remotely through the website
www.lodoupodunaji.sk
(July 1, 2023 release)

Article 1

General provision

1.1 These General Terms and Conditions (hereinafter referred to as "General Terms and Conditions") apply to ordering services through the website www.lodoupodunaji.sk. The purchase of services in their sense can be carried out by natural and legal persons (hereinafter referred to as "customer") without restrictions, provided that the customer agrees that the purchase contracts concluded in this way are based on these general terms and conditions, the provisions of the complaints procedure and other terms and conditions that can be found on the website www.lodoupodunaji.sk and relevant legal regulations.

1.2 The seller in these general terms and conditions means the company Van Den Bergen, s.r.o., with registered office: Jelenia 1, 811 05 Bratislava, ID: 51 765 730, VAT number: 2120792333, registered in the Commercial Register of the Municipal Court Bratislava III, section: Sro, entry no. . 129487/B, email: d.kmetova@vandenbergen.biz, telephone contact: +421 902 698 957 (hereinafter referred to as "Seller" or "Van Den Bergen, s.r.o." or "Van Den Bergen Company").

1.3 Supervisory authority: Slovak Trade Inspection (SOI) SOI Inspection for Bratislava Region, Prievozká 32, P.O. Box 5, 820 07 Bratislava 27, Department of Technical Product Control and Consumer Protection, tel. no.: 02/ 58272 172-3.

Article 2

Order process

2.1 The Client can order any service offered through the "Order Form" through the website www.lodoupodunaji.sk.

2.2 After you have completed the order form and agreed to the General Terms and Conditions and the Privacy Policy, the completed form is sent to Van Den Bergen simply by clicking on the "Send" button. Creating an order does not require registration at www.lodoupodunaji.sk. The customer is obliged to enter the data that the company Van Den Bergen requests from him via the order form (whereby it is understood that the customer, when providing his ID number, acts and buys as an entrepreneur and not as a consumer). This data is used for the purpose of placing an order.

2.3 By submitting the order, the customer confirms that he has become acquainted with and/or has been informed by the seller about the main characteristics of the services, their total price and other costs, in particular fuel costs. Transportation of the Customer to the place of embarkation or transportation of the Customer from the place of disembarkation (unless these services are provided free of charge) (total price and costs hereinafter referred to as "Price") and the fact that he is obliged to pay this specific amount of the Price to the Seller pay, and that he has chosen a satisfactory method of payment for the price from the options offered by the seller, the terms of delivery and the period within which the seller undertakes to deliver the services or transport, possibly also goods (these services are referred to as "accompanying services"). After the order has been created, it will be registered in Van Den Bergen's system and the customer will be informed of the acceptance of the order by e-mail. Upon delivery of the confirmation of acceptance of the order to the buyer, the contract for the delivery of services and goods is deemed to be concluded, the subject of which is the delivery of the services specified in the order at the price specified there, all within the terms, specified on the website www.lodoupodunaji.sk, in these General Terms and Conditions and in the Complaints Procedure.

2.4 On the www.lodoupodunaji.sk website, customers cannot access information about the status of their orders. Van Den Bergen informs its customers about the status of the order via the e-mail address given in the order.

2.5 By submitting the order, the customer confirms that they have read these General Terms and Conditions and that they fully agree with them. The seller reserves the right to change the general terms and conditions. This comes into force on the day of publication of the updated version of the General Terms and Conditions on the website www.lodoupodunaji.sk. In the case of a concluded contract for the provision of services, however, the general terms and conditions valid at the time of the conclusion of the contract shall apply to this contract. These general terms and conditions apply from July 1, 2023.

2.6. In addition to ordering services without registering, there is also the option of reserving services without obligation in the form of an order/reservation form. The bookable services must be available on the selected date, Van Den Bergen has the right to cancel this reservation after 24 hours. since the reservation. In the event of unavailability of the service, Van Den Bergen is entitled to cancel, of which the customer will be informed immediately.

Article 3 **Terms of payment**

3.1 All prices for goods and services include VAT. When ordering with advance payment, the customer has several payment options. The most suitable payment method is bank transfer or cash payment. Another option is direct deposit at Tatrabanka to the bank account specified in the proforma invoice.

Article 4 **Terms of delivery and costs for the provision of services**

4.1 Van Den Bergen undertakes to deliver the ordered services to the customer on the ordered and confirmed date of delivery of the service, payment of the price stated in the proforma invoice and after receipt of the order by the seller. However, if the company Van Den Bergen does not have a free date for the provision of the service (of which it informs the customer), it will try to offer the customer the closest date for the provision of the service that is most suitable for him. The customer acknowledges that there may be circumstances beyond Van Den Bergen's control that make the provision of the service impossible (usually force majeure, weather influences, water levels or cancellation of the trip by decision of the VMP (captain of a small ship)). ; in this case, the procedure according to the following paragraph applies.

4.2 Payment means the moment of crediting the payment of the price (or a part thereof if, according to the agreed terms, only a part of the price according to the order is to be paid in advance; hereinafter referred to as "Prepayment"). the Van Den Bergen account to which this payment should have been transferred. If the above provision of the service is not possible for technical or other reasons, the company Van Den Bergen or the VMP (captain of a small ship) undertakes to inform the customer immediately and if there is no agreement between the company Van Den Bergen and the customer, if the service is provided in an alternative period, if another service of the same quality and at the same price is provided or if another service is provided, Van Den Bergen undertakes to refund the price paid for the services or within 15 days at the latest from the notification of non-compliance with the delivery time, make an advance payment to the customer in the same way that was used to pay the order price, unless Van Den Bergen and the customer agree otherwise.

4.3 Van Den Bergen undertakes to provide the services to the customer at the address in the Slovak Republic that the customer indicates in the order as the place of embarkation.

4.4 If the customer chooses an additional service, the ordered service will be invoiced to him in the form of a proforma invoice.

4.5 In the case of a service for disabled citizens with reduced mobility, persons in an intoxicated state or for other reasons who are unable to navigate safely, Van Den Bergen company has the right to suspend the provision of the service for the safety of seafarers and to refuse the crew.

Article 5 **Order cancellation**

The provisions of this Article 5 do not affect the right of the Customer, who enters and orders services on www.lodoupodunaji.sk, to withdraw from the distance contract in accordance with the relevant legal provisions in accordance with Article 6 below. Such a customer, acting as a consumer, may also withdraw from a distance contract (cancel his order) before the expiry of the cooling-off period in accordance with Article 6.

Order cancellation by Van Den Bergen

The Van Den Bergen company reserves the right to cancel the order or part of it if, for technical reasons, it is not possible to deliver the service within the required time or according to the terms of

the order, or if the time charged by the supplier Price is too high of fuel or goods for ancillary services has changed significantly. Should this occur, Van Den Bergen will contact the customer immediately to agree on how to proceed. In the event that the customer has already paid the price from the order (advance invoice) or part thereof and there is no agreement between Van Den Bergen and the customer for the provision of other goods and services of the same quality and the same price or more In other alternative performance, Van Den Bergen undertakes to refund the customer within 15 days the price paid for the goods and services to his account or address or to make an advance payment.

Article 6

Instruction on the customer's right to withdraw from the contract

6.1 The customer has the right to withdraw from the contract no later than 14 days before the start of the trip without giving reasons, whereby this period is deemed to have been met if the declaration of withdrawal is addressed to the seller by November 13th, 2019 at the latest, the last day of the period.

6.2 The customer exercises his right of withdrawal in writing to the above address of the seller's registered office, by e-mail to vylepy@lodoupodunaji.sk or in any other way that does not raise any doubts about the withdrawal from the contract. To withdraw from the contract, the customer can use the form in Appendix no. 1 of these General Terms and Conditions. The customer bears the burden of proof for the exercise of the right of withdrawal.

6.3 Van Den Bergen undertakes to reimburse the Customer for all payments received from the Customer on the basis of a proforma invoice or invoice without undue delay, but no later than 15 days after delivery of the notification of withdrawal from the Agreement. The cancellation fee for withdrawing from the ordered service is 20% of the total price of the service.

6.4 According to the statutory provisions, the customer cannot withdraw from the contract, the subject of which is the provision of a service, if the provision of the service has begun with the express consent of the customer and the customer declares that he was duly informed of this With consent, he loses the right to withdraw from the contract after full performance and full performance.

Article 7

Procedures for registering and handling claims, complaints and customer suggestions

7.1 In the event that the customer is not satisfied with the way in which the seller has handled his complaint or believes that the seller has violated his rights, the customer has the right to contact the seller with a request for correction contact seller. If the seller responds negatively to the customer's request under the previous sentence or does not respond to such a request within 30 days from the date it was sent to the customer, the customer has the right to submit a proposal to initiate a alternative dispute resolution pursuant to Section 12 of Act No. 391/2015 Coll., on alternative consumer dispute resolution and amending certain laws, as amended. The competent body for alternative resolution of consumer disputes with the seller is the Slovak Trade Inspectorate or another relevant authorized legal entity entered in the list of alternative dispute resolution bodies maintained by the Ministry of Economy of the Slovak Republic (the list is available at <http://www.mhsr.sk/>); The customer has the right to choose which of the listed alternative dispute resolution bodies he would like to contact. The customer can use the online dispute resolution platform available on the website <http://ec.europa.eu/consumers/odr/> to submit a proposal for an alternative resolution of his consumer dispute.

7.2 Complaints and suggestions can be submitted by the customer to the email address vylety@lodoupodunaji.sk. The reply will be sent to him within 30 days of receipt, depending on the form of the complaint or initiative submitted.

Article 8

Protection of Consumer Personal Data

In connection with the introduction of new legislation in the field of personal data protection – Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of data, which Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as "GDPR") and implements measures to ensure compliance by Van den Bergen, s.r.o. ensure. with the GDPR and related relevant legislation on personal data protection (e.g. Act No. 18/2018 Coll. on personal data protection and on amendments and additions to certain laws, regulations of the Office for Personal Data Protection). Personal data of the Slovak Republic), the general information obligation on the protection of personal data, customers can find on the website.