

GENERAL TERMS AND CONDITIONS OF CHARTER TRANSPORT

GENERAL PROVISIONS

Article 1

These General Terms and Conditions of Charter Transports (hereinafter: The "General Terms and Conditions") determine the relationship between the Carrier and the Client and the passenger or passengers, established by ordering charter transport of passengers by motor vehicles, in accordance with applicable regulations in the Republic of Slovenia.

Article 2

These General Terms and Conditions are a public notice serving the Client, the passenger and the Carrier. They regulate the mutual relations in the transport of passengers and luggage, the obligations and the responsibilities of the Carrier and the Client in ordering and performing the services of transporting passengers by motor vehicles in domestic and international road transport.

These General Terms and Conditions and their amendments must be published on the Carrier's website before they enter into force.

Article 3

Definitions:

- **Charter transport** is the occasional transport by road of a predetermined group of passengers composed at the initiative of the Client or by the Carrier itself in accordance with the provisions of the legislation in force;
- **The Carrier (Nomago)** is the legal entity that carries the passengers on the basis of a transport order;
- **The Client** is a person (legal or natural) who orders transport in their own name on their own behalf or on behalf of another person (passenger or passengers) from Nomago;
- **A passenger** is a person carried by the Carrier with a motor vehicle in accordance with the transport order;
- **A transport order** is an order of transport made to the Carrier by which the Carrier undertakes to transport the passenger or passengers from the location of departure to the location of arrival safely, on time, by appropriate vehicle and number of seats and in accordance with the Client's order and these General Terms and Conditions;
- **Location of departure** is the location where the transport on the basis of a transport order begins;
- **Location of arrival** is the location where the transport on the basis of a transport order ends;
- **Stop location** is the location where a stop is made on the way in accordance with a transport order;
- **Nomago Charter Online Booking Platform (hereinafter: the "Platform")** is an information system where the Client orders charter transport from Nomago in accordance with the currently valid *Instructions for users of the online booking platform (hereinafter referred to as: The "Instructions")*, which are an annex and an integral part of these General Terms and Conditions.

TRANSPORT ORDER

Article 4

A transport order can only be placed by an adult.

Article 5

The Carrier offers different types of vehicles for the provision of transport services. Depending on the size of the vehicle and the availability of seats, they are defined as follows:

- private car (3 seats available for passengers);
- van (7 seats available for passengers);
- 16-seater minibus (15 seats available for passengers);
- 20-seater minibus (19 seats available for passengers);
- 30-seater minibus (29 seats available for passengers);
- 35-seater minibus (34 seats available for passengers);
- 40-seater bus (39 seats available for passengers);
- 44-seater bus (43 seats available for passengers);
- 50-seater bus (49 seats available for passengers);
- 52-seater bus (51 seats available for passengers);
- 56-seater bus (55 seats available for passengers);
- 58-seater bus (57 seats available for passengers);
- 60-seater bus (59 seats available for passengers);
- 62-seater bus (61 seats available for passengers);
- 65-seater bus (63 seats available for passengers);
- 75-seater bus (73 seats available for passengers);
- 85-seater bus (83 seats available for passengers);

During the period of validity of measures for protection against COVID-19 infection, the availability of seats may change in accordance with the requirements of measures for reduced seat occupancy in accordance with the applicable rules of the National Institute of Public Health or other authorities.

In minibuses and buses, the front seats/seats by the driver are not available for passengers. These seats may only be occupied by a co-driver or support staff.

Article 6

The Client may place a transport order to the Carrier in the following ways:

- **Via the Platform:**

Before using the Platform, the Client performs registration in accordance with the Instructions:

- Basic registration: allows only inquiries about transport services on the Platform, name and surname, e-mail address and selected password are sufficient;
- Advanced registration: allows the submission of a transport order, where it is necessary to define other data necessary for the preparation of a quote by the Carrier in accordance with the Instructions. For natural persons: address and telephone number. For legal entities: company name, address, tax number and telephone number.

In accordance with the Instructions, the Client enters the required information in the inquiry form: vehicle type and number of passengers, transport route, duration and date of transport, time and location of departure and all details necessary for transport (e.g. itinerary, etc.) and immediately obtains through the Platform an indicative non-binding informative price.

Placing charter transport orders via the Platform is possible freely up to 7 days before the scheduled transport. 7 days to 72 hours before the scheduled transport, it is possible only until full capacity.

- **Via e-mail prevozi@nomago.si:** the Client submits a written order with all the necessary information: vehicle type and number of passengers, transport route, duration and date of transport, time and location of departure and all the details necessary for carrying out the transport (e.g. itinerary, etc.)

Placing transport orders is possible until full capacity.

- **By telephone 01/4317700:** the Client communicates all required information by telephone: vehicle type and number of passengers, transport route, duration and date of transport, time and location of departure and all the details necessary for carrying out the transport (e.g. itinerary, etc.)

Placing transport orders is possible until full capacity.

Article 7

Based on the transport order from the previous Article, Nomago prepares a quote for the Client and forwards it to the client via e-mail or via the Platform for confirmation.

The order shall be deemed confirmed when the Client confirms it and pays the amount specified in the quote by the due date.

If the payment is not made by the Client by the date specified in the quote, the order shall not be valid and Nomago shall have no obligations towards the Client.

The Client shall make the payment to the bank account SI56 0400 0026 6108 868, opened with NKB Maribor d.d. in accordance with the provisions of the quote.

ORDER CHANGES AND CHANGE COSTS

Article 8

Changes to the transport order are only possible with the prior confirmation of Nomago up to 72 hours before the scheduled departure.

Later changes in the Platform can be submitted freely up to 7 days before the scheduled transport. Less than 7 days before the scheduled transport, changes via the Platform shall not be possible and the Client shall be obliged to send them to Nomago for confirmation via e-mail to prevozi@nomago.si.

Nomago shall only record and confirm changes that do not affect the price (for example, postponement of the departure time by 15 minutes, moving the departure location up to 1 km, increasing the number of passengers within the existing vehicle type, etc.) to the Client in accordance with provisions of the first and second paragraph of this Article.

Nomago shall consider the changes that affect the price in preparing a new binding quote, which must be confirmed by the Client. The Client must confirm and pay the possible difference in price in accordance with the provisions of the new quote.

For any changes submitted less than 7 days before the planned transport, the Carrier shall charge the Client administrative costs of the change in the amount of EUR 20.00.

The Client assumes full responsibility for the timely provision of information and itinerary.

BOOKING CANCELLATION AND CANCELLATION FEES

Article 9

The Client may cancel a transport order confirmed by Nomago at any time in writing via e-mail to prevozi@nomago.si.

If the order was placed via the Platform, cancellation of the confirmed transport order is possible at any time.

Cancellation shall be confirmed only after the Carrier confirms it in writing.

For cancellations less than 3 days before the scheduled transport, the cancellation referred to in the previous paragraphs of this Article must also be notified to the emergency telephone number: +386 1 431 77 00.

Article 10

If the Client cancels the transport order, the Client shall be obliged to pay the following cancellation fees to Nomago:

- up to 8 days before transport, EUR 20.00 (administrative costs);
- up to 72 hours before the start of transport, 30% of the quote value;
- up to 24 hours before the start of transport, 50% of the quote value;
- less than 24 hours before the start of transport, 100% of the quote value.

In case of inability to execute or termination of the transport order due to force majeure or extraordinary circumstances that could not have been foreseen (external cause that could not be expected, prevented, avoided or deterred) and when due to this the timely continuation of the journey is not possible, the Carrier shall not be liable for any damage that may result from this.

Terrorist acts and cyber attacks shall also be considered force majeure.

A terrorist act is any act of violence that endangers human life, movable or immovable property or infrastructure by force, violence or threat and is committed for political, religious, ideological or similar purposes and intended to influence the government of a country or intimidate the public or any part of it or has such an effect.

A cyber attack is a malicious attack using or through the operation of a computer, computer system, computer software or hardware, data collection, information databases, microchip, integrated circuit or similar device in a computer or other equipment, malicious code or process of any other electronic system.

PAYMENT METHODS

Article 11

The Client shall make the payment to the bank account SI56 0400 0026 6108 868, opened with NKB Maribor d.d. in accordance with the provisions of the quote.

OBLIGATIONS OF THE CLIENT

Article 12

REGULATION (EC) No 561/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 15 March 2006 on the harmonisation of certain social legislation relating to road transport and amending Council Regulations (EEC) No 3821/85 and (EC) No 2135/98 and repealing Council Regulation (EEC) No 3820/85 (hereinafter: EU Regulation 561/2006) explicitly states that travel agencies or tour operators (including groups) and their subcontractors are responsible for the transport plan and infringements arising from non-compliance with Regulation 561/2006.

By ordering a transport service, the Client undertakes to comply with the provisions of EU Regulation 561/2006, which stipulates that the daily driving time of one driver may not exceed 9 hours and the absence 13 hours (taking into account the time of delivery to the location of departure) or that the

driving time with two drivers does not exceed 18 hours a day and the absence 21 hours. Furthermore, the Client undertakes to observe a daily rest period of 11 hours or a reduced rest period of 9 hours up to 3 times a week. For longer journeys, one day of rest (min. 24 hours) must necessarily follow after six days of work.

The Client must fully follow the announced itinerary, confirmed by the Carrier in the transport order. Changes during the performance of the transport are not possible without prior confirmation by the Carrier. Any deviation from the stated transport route and timetable shall result in a difference in price and may be subject to additional payment (additional kilometres, night hours, tolls and road taxes, etc.) in accordance with the provisions of Article 8 of these General Terms and Conditions.

If the Client fails to comply with the provisions of the previous paragraph of this Article, the Client shall be obliged to cover all additional costs of drivers and delivery and any fines arising from changes in the transport order so that the Carrier carries out the transport in accordance with applicable law, whereby the Client explicitly guarantees to reimburse the Carrier for any damage (actual damage found, lost profits, costs of fines and penalties received by the client, etc.) that may be incurred.

Article 13

The Client shall be liable for any damage caused by passengers in or on the vehicle and shall be obliged to reimburse all costs (repairs, transport to service centres, emergency cleaning, etc.).

Article 14

In the case of transport abroad, the Client shall be obliged to report all circumstances that could affect the entry and transport in a foreign country at the time of booking. The Client must also make sure that passengers have adequately valid travel documents (valid for a minimum of 6 months). Due to the COVID-19 epidemic, the Client shall be obliged to provide all the necessary documents and certificates for crossing state borders. Otherwise, the Client shall be responsible for all consequences.

Article 15

The Client shall be obliged to provide an adequate number of persons accompanying children for a group of children in accordance with the Rules on Persons Accompanying Children in the Transport of Groups of Children. The person accompanying the children shall ensure safety of the children when entering and exiting the vehicle. The person accompanying the children shall ensure order in the vehicle during transport. Before the journey, the person accompanying the children must ensure that all children are seated and fastened with seat belts properly throughout the journey. When two persons accompanying children are present in the vehicle, they must be distributed among the children (front and rear); if there are several persons accompanying children in the vehicle, they must be distributed among the children (front, middle and rear).

Article 16

In the case of transport over several days, the Client shall be obliged to provide and cover the costs of the driver's accommodation in a single room with breakfast (category of at least 3***).

Article 17

After concluding the transport order, the Client must provide a contact number for communication purposes. The Client must ensure availability on this number at all times during transport.

SPECIAL OBLIGATIONS OF THE CLIENT

Article 18

When placing an order, the Client shall be obliged to inform the Carrier about "risky transport". These are transports that pose a security risk (e.g. transporting fans to a football match, transporting participants to demonstrations, etc.) and where police escorts can also be expected. If there are circumstances that could endanger the transport, the Carrier shall have the right to withdraw from the order before or during the transport, and the Client shall not be entitled to compensation for any damage that may occur.

Article 19

If before or during the transport it is established that the location (address) specified in the order is not accessible with the selected vehicle, the Carrier reserves the right to propose an alternative location or the nearest possible location. Any driving instructions unilaterally stated/communicated by the Client and not confirmed by the Carrier shall not be considered relevant and will not be followed by the driver.

Article 20

If the driver follows unilateral instructions of the Client in certain special circumstances without notification or confirmation by the Carrier, the Carrier reserves the right to charge the Client any additional costs in accordance with the provisions of Article 8 of these General Terms and Conditions.

Article 21

After the service is performed, the Client shall be obliged to check whether there are any forgotten objects left in the vehicle. Any items found will be kept by the Carrier for a maximum of 30 days.

The Carrier shall not be responsible for any theft or damage to the Client's personal belongings.

RULES OF CONDUCT ON CHARTER TRANSPORT

Article 22

General rules that the Client shall be obliged to follow during charter transport:

- It is forbidden to stand up and walk around the vehicle while driving;
- If the vehicle has seat belts, passengers shall be obliged to use them;
- Food and drink are not allowed in the vehicle (glass packaging is not allowed in the vehicle);
- Smoking in the vehicle is strictly prohibited;
- Luggage must be stored in designated areas (the amount of luggage is limited to 1 piece/person);
- Dangerous objects are not allowed in the vehicle;
- Pets are not allowed in the vehicle without prior notice and confirmation by the Carrier.

Passengers must not enter or must exit the vehicle at the request of the driver if:

- They show visible signs of being under the influence of alcohol, drugs or other psychoactive substances;
- The passenger's clothing or luggage is so dirty that it may cause damage to other passengers or contaminate the vehicle;
- They endanger public order and peace with their conduct, pose a danger to either the passengers or the driver;
- They are injured or ill and there is a possibility that their health may deteriorate;
- They carry luggage containing: flammable, explosive, radioactive, corrosive, infectious, toxic and other substances that pose a danger and can cause serious consequences to persons and the vehicle;

- They carry luggage containing objects and substances the carriage of which is prohibited by law.

Measures to protect the driver and passengers from infection with the COVID-19 virus are carried out in accordance with the current recommendations of the National Institute of Public Health.

TRANSPORT OF CHILDREN

Article 23

Children must sit on the seats fitted in the vehicle and have their safety belts fastened when riding the bus, except when riding the city bus in a settlement. They may seat on seats in front of which there is no other seat or the prescribed safety barrier only if they are fastened with built-in safety belts.

Children under the age of three may not be transported in a motor vehicle that is not equipped with a safety restraint system. Children over the age of three and less than 150 cm in height may only be transported in seats other than the front seats.

COMPLAINTS

Article 24

If during the transport the Client finds deficiencies or inadequacies of the service that cannot be remedied or resolved with the driver, the Client must immediately inform the Carrier on the hotline: +386 1 431 77 00, so the latter may provide an appropriate solution as soon as possible. If the complaint has not been resolved on the spot, the Client must as soon as possible and no later than 8 days after the service has been provided, submit a written complaint, which must contain information about the Client, a detailed description of the events and relevant evidence. The complaint is sent by post to the address of the Carrier Nomago d.o.o., Vošnjakova 3, 1000 Ljubljana or via e-mail to info@nomago.si.

The Carrier shall provide an answer to the Client within 8 days, and within 60 days at the latest, the Carrier shall make a final decision on the complaint. Complaints can only be resolved by following the procedure described above.

If the Client disagrees with the resolution of the complaint/appeal, the Client may file a lawsuit with the competent court in accordance with the provisions of applicable law.

STATUE OF LIMITATION FOR CLAIMS

Article 25

Claims arising from the contract on the transport of objects or luggage shall become statute-barred after one year. The limitation period for claims referred to in the first paragraph of this Article shall start to run:

- For claims due to damage to objects or luggage, from the day when the Carrier handed over the object or luggage;
- For claims due to loss of objects or luggage, from the day on which the item is considered lost under these conditions of carriage.

Article 26

Claims arising from death, impairment of health or injury to a passenger shall become statute-barred after two years. The statute of limitations for claims due to a health impairment or injury to a passenger shall start run from the day on which the transport was performed, and claims for the death of the passenger from the day of death.

Article 27

The limitation period shall end when a written complaint is served on the Carrier. It shall start running again from the day on which the beneficiary was served with a written response to the complaint.

Article 28

Later complaints in the same case shall not suspend the limitation period. In no case may the limitation period occur before 8 days have elapsed from the date of receipt of the response to the complaint.

PROTECTION OF PERSONAL DATA AND THEIR USE

Article 29

All data received by the Carrier from the Client/passenger having the nature of personal data may be used by the Carrier solely for the purpose of performing the transport in accordance with applicable national data protection legislation and the General Data Protection Regulation and constitute data necessary for fulfilment of a contractual or statutory purpose. By concluding a transport order or confirming a reservation, the Client/passenger agrees to the use or processing of personal data necessary for the performance of the transport.

By accepting the General Terms and Conditions and Privacy Rules of the Carrier, which form an integral part of these General Terms and Conditions and are available at: <https://www.nomago.si/varnost-osebni-podatkov>, the Client/passenger expressly allows the Carrier to process their personal data in connection with the purpose of providing transport services or fulfilment of the concluded transport order under these General Terms and Conditions and as stated in the Carrier's Privacy Policy available on this website.

The Carrier will protect and store all personal data of the Client/passenger in accordance with the Privacy Rules and in accordance with applicable legislation on protection of personal data.

LIABILITY OF THE CARRIER

Article 30

The Carrier shall be liable for damage resulting from the death of a passenger, damage to health or injury if such damage occurs while the passenger is in the vehicle or when entering or exiting the vehicle, and through the fault of the Carrier, unless the Carrier proves that the damage was caused by the action of the passenger or from an external cause that could not have been expected, prevented, avoided or deterred - force majeure.

Article 31

The Carrier shall be liable for damage caused by the death of a passenger, damage to health or injury in accordance with the applicable regulations arising from compulsory insurance of passengers in public transport and applicable legislation.

Article 32

In the event of unforeseen circumstances or force majeure before and during transport (accident, weather conditions, damage not caused by the fault of the Carrier...), the Carrier shall not be liable for disruptions in the performance of the transport service and shall not bear any additional costs incurred by the Client.

Unless otherwise provided in these General Terms and Conditions, the Carrier shall not be liable for damage caused by delay or interruption of transport, resulting from road conditions (congestion, accidents, roadblocks), unless the Client/passenger proves that the damage was caused by the fault of the Carrier.

FINAL PROVISIONS

Article 33

A transport order concluded on the basis of these General Terms and Conditions shall be prepared and assessed in accordance with the legislation applicable to the registered office of the Carrier.

The Contracting Parties shall endeavour to settle any disputes amicably.

If this is not possible, the Contracting Parties agree that the disputes arising from the transport order shall be settled by the competent court having substantive jurisdiction with territorial jurisdiction according to the registered office of the Carrier.

Article 34

In cases where several carriers are involved in the transport of a passenger, the passenger/Client or other eligible person may file a lawsuit or a claim only against the carrier performing the carriage at the time of the loss event, unless the first carrier has expressly assumed responsibility for the entire transport.

Article 35

In the event of a dispute/discrepancy between different language versions of the General Terms and Conditions of the Carrier, the version of the General Terms and Conditions in the Slovenian language shall prevail.

Article 36

The Carrier reserves the right to amend or supplement these General Terms and Conditions at any time and to publish them on www.nomago.si.

These General Terms and Conditions shall enter into force on 1 April 2021. They are published on <https://nomago.si>.

Ljubljana, 1 April 2021

NOMAGO d.o.o.

mag. Sandi Brataševac, Chief Executive Officer

Marjan Beltram, Executive Director for Tourism and
Mobility Services

Miha Tavčar, Chief Financial Officer