Contractual conditions of carriage

on the EUROLINES services, operated by TOURING BOHEMIA, s.r.o. and TRANSDEV EUROLINES CZ, a.s. and GUMDROP BUS s. r. o.

I. Subject

Contractual conditions of carriage on EUROLINES CZ services (thereinafter called "Conditions of carriage") determine conditions for the carriage of persons and luggage on coaches on services operated by TOURING BOHEMIA, s.r.o. and TRANSDEV EUROLINES CZ, a.s. and GUMDROP BUS s. r. o. (thereinafter called "carrier").

II. Definitions

For the purposes of the conditions of carriage herein the following words and phrases shall have the following meaning:

1) carriage on EUROLINES CZ services: activities of the carrier, i.e. TOURING BOHEMIA, s.r.o. and TRANSDEV EUROLINES CZ, a.s., GUMDROP BUS s. r. o. involving carriage of persons by the coaches of the carrier according to the published timetable, fares and Conditions of carriage herein;

2) carriage contract: a contract between the carrier and the passenger, which is concluded and ruled by generally binding legal regulations and these conditions of carriage;

3) valid tariffs: binding set prices for the carriage (fare);

4) ticket: a valid document of the carriage, authorising the passenger to carriage pursuant to the art. II, par. 1 of the conditions of carriage herein;

5) travel documents: documents required for crossing state boarders of both transit countries and destination countries;

6) luggage: is an easily portable object, which due to its size and weight may be easily loaded and stored in a vehicle, which will not by its nature result in contaminating other passengers or the vehicle and which at the same time complies with the carriage conditions herein;

7) generally binding legal regulations: Act no. 111/94 Coll. on road traffic, regulation no. 175/2000 Coll. on conditions of carriage, Act. no. 89/2012 Coll. civil code, EU Regulation no. 181/2011, international treaties binding for the Czech Republic.

III. Conclusion and execution of the contract for the carriage of persons

1) By concluding the contract for the carriage of persons (thereinafter called "carriage contract") the carrier and the passenger enter into a legally binding relation under the generally binding legal regulations and the conditions of carriage hereof, covering the carrier's obligation to carry the passenger from the departure station to the destination by a coach connection as published in the timetable, as well as the passenger's obligation to comply with the Conditions of carriage herein, especially to pay the cost of the carriage (hereinafter called "fare") as specified in the tariff.

2) The carriage contract is fulfilled by the proper and successful carriage in the contractual scope under the concluded carriage contract.

3) The carriage contract is also considered fulfilled once the carriage was provided in a scope other than contractual, if the passenger was rightfully banned from the carriage by the driver or any other person producing the carrier's identification authorising them to give instructions and orders to passengers (hereinafter "authorised person").

4) The person having purchased a ticket, either at the EUROLINES CZ office, i.e. in the office of TOURING BOHEMIA, s.r.o. or TRANSDEV EUROLINESCZ, a.s., GUMDROP BUS s. r. o. or from a contracted seller, or in any other way, accepts the conditions of carriage herein, which are available in every EUROLINES CZ sales point and are also published at website www.eurolines.cz. The subject matter of the carriage contract between the carrier and the passenger covers solely carriage of persons and luggage on coaches according to the Condition of carriage herein. Supplementary services (such as serving drinks, refreshments, newspapers and magazines, showing of films, internet Wi-Fi access, power sockets, WC) are provided apart from the carriage contract depending on

operational availabilities of the carrier and failure to provide these supplementary services does not entitle the passenger to any fare reduction or any other compensation.

IV. Travel documents and its requirements

1) The passenger will carry a valid travel document (hereinafter called "ticket") for the inspection purposes of the proper conclusion of the carriage contract for the entire travel period (execution), unless stated otherwise. A part of the ticket (passenger's slip) will be kept by the passenger for possible inspection and will be produced at request.

2) The ticket comprises particularly:

a) name of the carrier (company), concluding the carriage contract,

b) departure and destination stations,

c) fare,

d) validity details,

e) passenger's name and surname.

3) The ticket is considered invalid, if:

a) is damaged and the details necessary for verifying its proper use are illegible,

b) the details on the ticket do not agree with the reality or they were altered without authorisation,

c) it was issued at a person's name and it is used by a different person,

d) it is not the original.

4) The OPEN ticket, that is a ticket without a specified departure date and time, is valid for 6 months on EUROLINES CZ services, commencing on the date of the first travel, unless stated otherwise. The ride is not guaranteed and the seat on the coach will be provided based on its availability. It is advised to book the journey at least 7 days prior to the planned journey in person or by phone in the EUROLINES CZ offices or at the contracted EUROLINES CZ agents. When booking an OPEN return ticket abroad, an additional fee may be charged. Cancellation of this ticket is charged under article VI. of the conditions of carriage herein.

5) The passenger making the purchase of the ticket on the Internet, selecting the "E-ticket" fare, shall receive the ticket at the declared e-mail address. In such case a ticket means: all travel vouchers valid for respective journey (journeys) containing particularly: passenger's name, ticket number, departure and destination stations, dates of the journey and of the return journey. The passenger is obliged to print out all the vouchers of the ticket so that they can be used separately when presented on boarding the coach.

6) The passenger making the purchase of the ticket on the Internet, selecting the "M-ticket" fare, shall receive the ticket in the form of a text message at the specified mobile phone number. In such case a ticket means: a text message containing particularly: passenger's name, ticket number, departure and destination stations, the dates of the journey and of the return journey. The passenger is obliged to keep the message unaltered on the mobile device and present it upon boarding the coach.

7) Tickets destroyed, lost or stolen shall not be replaced with a substitute ticket by the carrier and the passenger will not have the right to a refund for such tickets.

V. Payment of fare and charges

1) The passenger always pays for a ticket according to the valid pricelist. For a ticket sold in the Czech Republic, the price is set in the tariff stated in Czech crowns. For tickets purchased abroad, the fares from the tariff in the corresponding currency apply.

2) The passenger pays for the fare prior to boarding the vehicle and the carrier issues the passenger with a ticket.

3) On purchasing the ticket the passenger must check that the ticket matches the details entered. Should the ticket not meet the details entered, the passenger has the right not to accept it. Should the passenger have any later claims as to the inaccuracy of the details on the ticket issued, valid cancellation conditions shall apply and it shall not be treated as a complaint.

4) A passenger requesting a reduced fare is obliged to produce documents which entitle them to the reduction, both on purchasing and during the journey.

5) Special reduced fares or reduced fares as part of a promotional offer conform to conditions that are published for the relevant reduced fare or promotional offer. Special reduced fares cannot be purchased on board.

VI. Ticket alterations and refunds

1) The passenger can request an alteration to the ticket or cancel their ticket under the following conditions:

2) Alterations:

a) Alteration of the tariff is not possible.

b) Alterations are possible only for dates and lines that are available in the sale system.

c) The change of destination may be effected only for the same coach line.

d) The change may be effected not later than 6 hours before the departure in the following manner: the passenger will buy a new ticket according to valid tariff and the paid fare for the original ticket will be subsequently returned in full. In case of change of the ticket with the departure from the Czech Republic, this period is limited to 30 minutes prior to the departure.

e) The ticket may not be transferred to another person. The name on the ticket may not be changed. A required change of the name is effected by cancelling the ticket and issuing a new one.

f) Any ticket bought at a special price offer may not be altered, if the conditions of the reduction state so.

3) Fare refund:

a) The ticket may be cancelled prior to the departure of the service at the office of purchase. The ticket may be also cancelled by telephone or through electronic communication.

b) In case of cancellation of a one-way ticket or cancellation of a return ticket, the reimbursed fare will be reduced by a cancellation fee determined from the price of the full ticket according to the date of the first journey, pursuant to articles 3f) - i) up to iii) of Contractual conditions of carriage herein.

c) In case of cancellation of a return ticket, already used for one journey and when the cancellation of the other journey is requested, the reimbursed fare will be reduced by the cancellation fee determined from the price difference between the return ticket and the one-way ticket according to the date of the remaining unused journey, pursuant to articles 3f) - i) up to iii) of Contractual conditions of carriage herein.

d) In case of a partial cancellation of a return ticket, not used on either journey, the same procedure will apply as when requesting alteration of the ticket pursuant to Article 2c) of Contractual conditions of carriage herein.

e) Any ticket bought as a special price offer cannot be cancelled, if the conditions of the reduction state so.

f) Cancellation fee is calculated as a percentage of the original ticket price. The cancellation fees are:

i) 25% of the ticket price for tickets returned no later than 48 hours prior to the departure of the service;

ii) 50% of the ticket price for tickets returned 6 to 48 hours prior to the departure of the service;

iii) 100% of the ticket price for tickets returned less than 6 hours prior to the departure of the service;

4) The fare refund or its part may be reimbursed to the passenger only by the identical payment method as used for the ticket purchase.

VII. Tariffs

1) The valid tariffs are specified in the Eurolines sales system, i.e. in the sales systems of the carrier.

2) There are three tariffs available for the lines: the PROMO, ECONOMY and STANDARD tariff. Tickets purchased under the PROMO, ECONOMY and STANDARD tariffs may be cancelled or altered under art. VI. of the conditions of carriage herein.

3) A customer may receive a reduced fare under special conditions (special offers, etc.). However, this reduction applies to the original booking only. For any change of date the passenger will buy a new ticket according to the valid tariff and the fare paid for the original ticket will be subsequently reimbursed in full.

4) All the fees charged by the carrier are specified in a Table of fees or indicated directly in the timetable.

5) On departing from certain bus stations of EUROLINES partners, the passenger may be asked to pay a check-in fee.

VIII. Timetables

1) Departure and arrival times in timetables and tickets are always indicated in the local time. The carrier reserves the right to alter and modify timetables with implication pursuant to art. XI. par. 1 of Contractual conditions of carriage herein.

2) Places of departures and stops on individual lines may change in the course of the year. Prior to the departure the passenger is advised to get informed on possible changes with check-in staff or at travel offices where the ticket was bought.

IX. Travel identification

1) Each passenger is personally responsible for observing passport and customs regulations of the country of destination or the country of transit. All costs arising from violation of such regulations will be assumed by the passenger. In case the passenger is prevented from continuing the journey by customs or police officers, they are not entitled to any fare refund, neither full nor partial, nor any other compensation.

2) The information on the ticket must be the same as the information on the passenger's travel document, which the passenger must submit on request during check-in.

X. Conditions of carriage of persons and luggage

1) The carrier has the right to refuse to carry the passenger who shows signs of inebriety or abuse of toxic or narcotic substances, also a passenger physically fouled or with unclean attire inconsistent with standard hygienic principles or which could result in contaminating other passengers or the vehicle.

2) Passengers are not allowed to take on board of the vehicle hot drinks or meals and other food or objects which due to their nature could easily result in contaminating or causing damage to the vehicle, passengers, or transported objects.

3) Smoking on board is prohibited. The carrier reserves the right to bar the passengers not respecting this provision from the journey without the right to refund.

4) In addition, consumption of hallucinogens and psychotropic substances on board is prohibited as well as alcoholic beverages the passenger have on themselves. A passenger showing symptoms of alcohol intoxication will not be accepted on board, with no entitlement to any refund. It is also strictly prohibited on Eurolines services to transport any narcotics or non-standard medicine not prescribed as passenger's medication. The carrier reserves the right to prohibit the boarding of passengers not respecting the above provision, or to bar them from the journey without the right to refund.

5) It is prohibited aboard to play music players loudly, use of all musical instruments or any similar activities that may cause nuisance to other passengers.

6) The carrier does not provide assistance for disabled persons and persons with reduced mobility.

7) Carrier's coaches are not equipped with disabled access.

8) Transport of animals is prohibited with the exception of an assistance dog, duly identified and certified, accompanying a person with an impairment certificate or an assistance dog trainer. These

passengers are obliged to guarantee that the dog does not soil or damage the vehicle or threaten other passengers.

9) Passengers are required to report for check-in:

- o 15 minutes before departure at the coach drivers
- 30 minutes before departure at Eurolines check-in desks in the following cities: Amsterdam, Brussel, Paris, Lyon, Barcelona, Alicante, Castellon, Figueras, Girona, Lloret de Mar, Madrid, Murcia, Valencia, Tarragona, Zaragoza
- o 60 minutes before departure at Eurolines check-in desks in London and Dover

10) Passengers under 16 may travel with EUROLINES only if accompanied by persons over 16 owing to the binding laws and regulations in the transit and destination countries.

11) Short health (hygienic) breaks or refreshments breaks during the trip are not mandatory. Their interval and duration depend on the timetable for the route. Passengers are obliged to respect the break lengths announced prior to its commencement. If the passenger fails to board the coach no later than 5 minutes after the break ends it is deemed that the passenger has renounced to continue the journey. In this case, the passenger is not entitled to the refund for the untravelled journey nor does he have any right to any other compensation.

12) The passenger who has polluted or damaged the vehicle or its equipment or other carrier's facility, who poses a threat to the traffic, or as the case may otherwise violates provision Act no. 111/1994 Coll., Act no. 266/1994 Coll., regulation of the Transport Ministry no. 175/2000 Coll., the Contractual condition of carriage herein, is liable to pay a surcharge of 5000 CZK or 200 EUR besides paying for the damage caused.

XI. Carrier's rights

1) The Carrier reserves the right to alter timetables, to which he has right, no later than 3 days prior to the start of its execution, to unilaterally withdraw from the carriage contract by announcing it on the internet site www.eurolines.cz or by telephone or by means of electronic communication, should the passenger provide their phone number or details for electronic communication. In that case the passenger will receive the full refund of the ticket.

2) Moreover, the carrier has the right to cancel the service or its part as a result of an irreversible event that could not be prevented even with any effort made that might be reasonably demanded from them.

3) Carrier's liability covers any damage suffered from the moment the passenger boards the coach until they alight, including the time of the two actions.

XII. Passenger's rights and responsibilities

1) The passenger is required to wear a seat-belt during the whole journey.

2) Children under the age of 12 are not allowed to travel on the seats behind the driver, that is the seats nos. 1, 2, 3 and 4, further on the seats positioned beside the back door and on the central seat in the last row. Usage of the child safety seat is not obligatory.

3) Each passenger is entitled to occupy one seat only.

4) The passenger is aware of the fact that connecting to the Wi-Fi network provided by the carrier will be their own responsibility and the carrier will not be liable for any damages incurred by this connection.

5) While using the power sockets located on board, the passenger is obliged to exercise caution and refrain from using appliances that are not suitable or designed for this kind of charging.

6) When planning a successive journey the passenger should take into consideration possible delays. For any damage caused by the delay, unaccomplished journey or a missed subsequent connection, in which the carrier's responsibility cannot be clearly proven, the carrier will not be held responsible.

7) Should the provisions under art. X of the conditions of carriage herein as well as any other binding laws be breached, the passenger may be barred from the journey. In such cases the carrier is immediately relieved from any contractual obligations towards the customer and the passenger is not liable to any full or partial refund of the ticket nor any other compensation.

8) Rights of passengers travelling by bus and coach are, among others, regulated by EU Regulation no. 181/2011. Document containing the Regulation summary is available on www.eurolines.cz.

XIII. Claims and complaints

1) The conditions stipulated in the carriage contract, including carrier's responsibilities, are protected by generally binding legal regulations.

2) Every complaint has to be lodged no later than 6 months after the date of the journey. The complaint can be filed at the point of ticket purchase or in the office of the carrier operating the given line. The complaint will be handled within 30 days after filing.

Postal address: EUROLINES CZ, Karlínské nám. 6, 186 00 Praha 8

E-mail address: reklamace@eurolines.cz.

3) Complaints regarding the lost, stolen or damaged luggage has to be filed by the passenger immediately upon collecting the luggage from the carrier's staff at the destination. The staff worker will produce a written record of the extent of damage or loss to the passenger. The said record with a ticket jointly constitute an integral part of the luggage claim.

4) Any compensation paid in the case of lost or damaged checked-in luggage may not exceed limits stipulated by generally binding legal regulations.

5) The carrier does not hold any responsibility for any luggage carried outside the luggage locker with the exception of their theft or loss caused by a road accident provided the luggage has been checkedin. The same applies to personal items and things which the passenger wears or has on them.

XIV. Carriage of luggage

1) In compliance with the generally binding legal regulations luggage is carried separately from the passenger as checked-in luggage and together with the passenger in the vehicle under his surveillance as other luggage.

2) The luggage shall not be or contain any items, whose properties might cause damage to the vehicle or put at risk life or health of persons and their property, neither objects difficult to store, unless stated otherwise herein.

3) Items which may not be carried as luggage or may not be contained in luggage include loaded guns, explosives, toxic, radioactive, volatile or caustic substances, further an item which may cause contamination or which cannot be stored in the luggage locker, or objects over 30 kg of weight, unless stated otherwise hereunder.

4) Checked-in luggage is carried in the luggage compartment.

5) Checked-in luggage must not contain the following items: money, cheques, payment cards, marketable securities or stocks or other objects of value, business or other personal documents, passports or other documents of identification, keys, cell phones, jewellery and objects made of precious metals, cameras, video cameras or other electronic devices (including PC, notebooks and CD with databases), artwork and fragile objects.

6) Checked-in luggage, should its nature require it, must be packed in a way that its contents are protected against a loss or damage so that it will not cause damage to persons, damage the vehicle or other appliances, as well as other luggage or other objects.

7) Should the luggage value exceed 5000 CZK, the passenger is advised to purchase additional luggage insurance. The maximal value of checked-in luggage is 15000 CZK, as specified by the carrier. Luggage with value exceeding this limit will not be accepted for carriage.

8) Perishable items, which are quickly spoiled by the effect of warmth or cold (easily perishable goods) are to be carried as checked-in luggage exclusively in transport case adequate to the nature of the goods carried, so that no damage occurs, nor the alteration of the nature, loss or other deterioration of the carried goods.

9) Unless stated otherwise, the checked-in luggage size may not exceed 20x70x80 cm (the sum of all three dimensions may not exceed 170 cm). A maximum weight of one piece of luggage is limited to 30 kg. A passenger is allowed to carry two checked-in pieces of luggage of combined weight of maximum of 40 kg for the price specified in the Table of fees or in the timetable.

10) One other piece of luggage per passenger is carried free of charge. Another piece of luggage means any luggage that is easy to carry and that passengers keep with them and may be placed on board under or over passenger's seat. The luggage has to be stored in the vehicle in a way that will not imperil the safety or interests of passengers, or according to the instructions of the driver or authorised persons. The carrier is not responsible for any luggage or items stored in the passenger area.

11) Extra and oversized luggage, skis, snowboards, children's prams and bicycles are carried on EUROLINES coaches under the following conditions:

a) reserving room for such luggage may be made only for the passenger who has already purchased a ticket,

b) the carriage is allowed only in designated periods only, on selected lines, stages of the route or to selected destinations only,

c) the storage room for carriage is limited and subject to booking, which may be granted exclusively by the EUROLINES department of operations depending on the capacity available on the coach,

d) skis and snowboards have to be packed in appropriate transport case,

e) only folded children's pram can be transported,

f) the bicycle can be transported either on a special carrier or in the luggage compartment of the vehicle. For transporting in the luggage compartment, we recommend that the bicycle be folded and stored in a special shipping container. For capacity reasons, it is necessary to reserve the bicycle in advance, call the infoline: +420 731 222 111 or write an email <u>info@eurolines.cz</u>. The mode of transport is determined for each destination when booking. Bikes are transported (max. 1 bike / person) on selected routes and only 2 bikes per bus if they are transported in luggage compartment. The bicycle must have standard dimensions without superstructures and must be free of loose parts that could be lost during the journey. The bicycle must not exceed 17 kg. An electric car, tandem or three-wheeled wheels are excluded from the carriage. For exceptional operational reasons, the operator reserves the right not to transfer the bicycle. In the case of transport on the rear carriers, the bikes can become dirty because of the outside placement.

g) for the carriage of redundant and excessive luggage, ski, snowboards, baby prams and bicycles, the fee can apply.

12) The carriage of unattended consignments with EUROLINES is not allowed.

XV. Checking-in luggage for carriage and its collection

1) Should the carriage of luggage be subject to a carriage fee, the passenger is obliged to pay the relevant amount prior to placing the luggage in the luggage compartment.

2) The passenger is obliged to comply with any instructions by the carrier, state and veterinary authorities during safety, customs, police or veterinary controls and inspections.

3) When transferring, the passenger is always responsible for transferring their luggage onto the coach of their ongoing journey.

4) The checked-in luggage must be labelled by a Eurolines baggage ticket and must be further permanently and legibly identified at a visible spot with name, surname and passenger's address and destination.

5) The passenger can at check-in state the value of the baggage which the driver or carrier's staff will not on a slip of baggage ticket that will stay with the carrier. This value will be deemed an ascertained value of the baggage checked-in in case of damage or loss of the baggage for the duration of the transport contract.

6) The checked-in luggage will be collected immediately upon arrival at destination by the passenger.

7) The checked-in luggage not collected by the passenger within the period stipulated in art. XV paragraph 5 of the Contractual conditions of carriage, is considered an uncollected luggage and the carrier will store it for a contractual fee of 50 CZK for each 24 hours after the arrival of the service, as stated in the valid timetable.

8) After 10 days from the period set for the collection of the checked-in luggage, the carrier will ask in writing the passenger to collect the luggage. Should the person responsible for the collection of

the luggage be in delay over 6 months, the carrier has the right to sell the item at the person's expense.

9)Should the luggage contain easily perishable items, the luggage will be stored for the period of 48 hours after the period specified for the collection of the checked-in luggage. After this period expires, the uncollected luggage containing perishable goods will be deemed as waste under special legislation.

XVI. Damaged and lost luggage, claims

1) If the carrier acting in good faith hands over the luggage to the holder of the luggage label, the luggage shall be deemed properly delivered. Should the luggage label be not produced, the carrier shall deliver the luggage only on condition that the person demanding the luggage can identify themselves and credibly prove their right thereto and confirms in writing taking over of the luggage. Unclaimed luggage shall be deposited in a safe and appropriate place at the expense of the passenger.

2) Should the passenger accept the luggage without reservation, it shall be deemed, unless proved otherwise, that the luggage was received complete and in good condition.

3) The carrier shall be responsible for the damage to the luggage checked-in to him by reason of and up to the limit pursuant to generally binding legal regulations.

4) Should the luggage checked-in with the carrier be lost or a passenger finds out on accepting it that the luggage is clearly disrupted or incomplete, or there is evidence implying so, they should immediately request the staff to establish the condition of the luggage and to draw a report. This report along with the ticket and the luggage label constitute a necessary part of the complaint, which needs to be filed in writing.

5) Should the checked-in luggage be lost completely, the passenger is entitled to the refund of the paid luggage carriage fee and to a compensation of the lost luggage value established at the time of checking-in, not exceeding the compensation amount specified for lost luggage.

6) The passenger is entitled to a compensation for damaged luggage, that amounts to the damage incurred, not exceeding the compensation for the loss of luggage.

7) Compensation for lost or damaged luggage is subject to the conditions of carriage herein and the generally binding legal regulations.

8) The carrier shall be relieved from liability for the damaged checked-in luggage if the loss, damage or late delivery of the luggage occurred under the following conditions:

a) the packaging is unsuitable to the nature of the carried item,

b) the luggage contains items that are not allowed to be carried, including live animals, things easily spoilt or if the content of the luggage was untruly declared,

c) the luggage contains object mentioned in art. XIV par. 4 of the conditions of carriage herein,

d) extraordinary events, such as acts of nature or third parties' actions, occurred and could not be prevented with every effort made by the carrier,

e) the contents of the luggage caused the damage to the luggage,

f) passenger's actions which resulted in the loss or damage of the carried luggage.

9) The carrier is not responsible for other luggage or items carried in the passenger area, with the exception of the damage caused by the operation of the coach as a road motor transport means.

XVII. Final provisions

1) Any litigation between the carrier and the passenger shall be governed by general courts on the Czech Republic territory, which arbitrates claims under regulations specified under art. II. par. 8 of Contractual conditions of carriage herein.

2) These Contractual conditions of carriage in English serve merely for the information purpose. In case of any litigation between the carrier and the passenger the Czech version of these Contractual conditions of carriage is legally binding.

3) These Contractual conditions of carriage on the EUROLINES services, operated by TOURING BOHEMIA, s.r.o. and TRANSDEV EUROLINES CZ, a.s. and GUMDROP BUS s. r. o. are effective from 15th July 2017.