



FRAMEWORK CONTRACT

Standard Contractual Clauses for travel service packages

No ____ / Date: _____

CONTRACTING PARTIES

The company Wens Tour SRL, headquartered in Cluj Napoca, str. _____, no. _____, tel. 0264590748/0264590749, fax 0264595755, trade registration number J06/856/2008, VAT identification no. RO9219790, bank account RO92RZBR0000060018019882, opened at Raiffeisen Bank, holder of tourism license 1558/2022, for the agency represented by: Wens Tour CALUSER MIHAELA, as Administrator, hereinafter referred to as the AGENCY,

And

The traveler /the traveler's representative, Mr./Ms., _____, having his/her domicile in _____, phone number _____, holder of the ID card series _____, no. _____, issued by _____, valid from _____.

have agreed to conclude this contract.

I. OBJECT OF THE CONTRACT

The object of the contract is the sale by the Agency of the package of tourist services included in the voucher, rest ticket, treatment, excursion ticket, other document attached to this contract and the issuance of payment and travel documents. The service package is organized and sold on its own account by the WENS TOUR agency as the organizing agency;

II. CONCLUSION OF THE CONTRACT

2.1. The contract is concluded, as the case may be, in any of the following situations:

- a) at the moment of its signing by the traveler or by accepting the contractual conditions of tourist services, including in the case of those purchased remotely by electronic means;
- b) at the time of issuing the travel documents (voucher, rest and/or treatment ticket, excursion ticket, etc.), including in electronic format, if the tourist service packages are part of the standard offer of the travel agency or there already exists a booking confirmation from other providers.

2.2. The contract will include the special requirements of the traveler that the Agency has accepted.

2.3. The contract terminates by law with the completion of the effective provision of the package of tourist services listed in the travel documents.



III. CONTRACT PRICE AND PAYMENT METHODS

3.1. The price of the contract is in amount of _____ and consists of the cost of actual tourist services, the Agency's commission and VAT. If the price is not specified in this contract, then it is specified in other travel documents, other documents made available to the traveler, the Agency's website, other means of electronic communication and/or on the invoice.

3.2. Payment methods:

3.2.1. At the conclusion of the contract, an advance of 30% of the established price is charged or, as the case may be, the full payment of the value of the package of tourist services.

3.2.2. If an advance was charged at the conclusion of the contract, the final payment will be conducted as follows:

- a) for tourist services that require confirmation from the providers, according to the payment terms communicated by the Agency in writing or other means of communication;
- b) for tourist services that do not require confirmation from the providers, as follows: according to the payment terms communicated by the Agency in writing or other means of communication;

3.3 Payment of external tourist services related to the contract can be made in a single currency, in the currency specified in the contract.

IV. THE RIGHTS AND OBLIGATIONS OF THE AGENCY

4.1. Before the traveler signed this contract regarding the travel service package or any corresponding offer, Wens Tour SRL provided the traveler with the standard information through the Standard Information Form which according to the provisions of Ordinance of the Government no. 2/2018 is an integral part of this contract.

4.2. In case of modification of one of the essential provisions of the contract, such as: services included in the package, travel dates, modification of the accommodation unit category, the Agency has the obligation to inform the tourist at least 10 days before the start date of the trip.

4.3. The Agency can change the contract price by increase or decrease, as the case may be, showing at the same time how the contract price increases or decreases are calculated and only if the change takes place as a result of variations in transport costs, royalties and fees related to landing services, disembarkation/embarkation in ports and airports, tourist taxes or currency exchange rates related to the contracted tourist services package. Before the start of the execution of the package, the Agency may not unilaterally modify other clauses of the contract regarding the travel service package than those related to the price in accordance with the provisions on the modification of the price, unless the following conditions are fulfilled cumulatively:

- a) The Agency reserved this right in the contract;
- b) the change is insignificant;
- c) The Agency informs the traveler about the change in a clear, understandable and well-marked way, on a durable medium



4.4. In the case of the purchase of a package of tourist services including the provision of air transport, the air carrier, without seeking the consent of the travel agency running the tourist program, has the right to change the flight times. Therefore, the Agency is not responsible for the take-off/landing of the planes at a time other than that listed in the tourist program. For these delays, the airline is obliged to assist tourists according to Regulation (EC) no. 261/2004 of the European Parliament and of the Council of February 11, 2004 establishing common rules for compensation and assistance to passengers in the event of denied boarding and cancellation or prolonged delay of flights and repealing Regulation (EEC) no. 295/91, implemented by Government Decision no. 1,912/2006. Any problem regarding the operation of the flight and the actions adjacent to it fall within the competence and responsibility of the carrier, the plane ticket representing the contract between the passenger and the carrier. In the case of these tourist service packages, the day of departure and the day of arrival are not considered tourist days, as they are intended for transport.

4.5. In the case of purchasing a cruise type product, the cruise line can change, for reasons related to navigation safety, the number of the cabin and its location on the decks (a lower deck, an upper one, further aft or forward, etc.), only with a cabin of the same category as the one originally booked, in which case the traveler will not be compensated in any way considering that it is the same type of cabin as the one booked.

4.6. The organizing travel agency is responsible for the proper execution of the travel services included in the travel package contract, regardless of whether these services are to be provided by it or by another travel service provider.

4.7. If, before the start of the execution of the package, Wens Tour SRL is forced to significantly modify any of the main characteristics of the travel services provided in the Standard Information Form, communicated to the traveler, or cannot meet the special requirements of the traveler, or will propose to increase the price of the package by more than 8%, the traveler has the possibility, within 5 days, to accept the proposed change or terminate the contract without paying any termination penalty.

The prices established in the contract cannot be increased, under any circumstances, during the 20 calendar days preceding the departure date.

4.8. The agency is obliged to provide the tourist in writing or through any electronic means of communication agreed in writing with the tourist (e-mail, fax, sms, etc.), at least 7 days before the departure date, the following information:

- a) timetables, stops and connections, as well as, as the case may be, the place to be occupied by the tourist in each of the included means of transport;
- b) the name, headquarters/address, telephone and fax numbers, e-mail addresses of the local representative of the organizer and/or the retailer or, in their absence, an emergency call number that will allow him to contact the organizer and/or of the retailer;
- c) for the trips of minors unaccompanied by their parents, information that allows the parents to establish a direct contact with the child or with the person in charge of the child's place of accommodation.



4.9. Wens Tour SRL does not have the right to ask the traveler to make the final payment more than 5 days before the date on which it sends to the traveler the travel documents under which the traveler can perform the purchased travel services.

4.10. The traveler has the obligation to inform, without undue delay, within 24 hours at most, Wens Tour SRL in relation to any non-conformity that he finds during the execution of the travel service included in this contract, taking into account the circumstances of the case.

4.11. If one of the travel services is not provided in accordance with the contract regarding the travel service package, Wens Tour SRL will remedy the non-conformity, except in one of the following cases:

- a) the non-conformity cannot be remedied;
- b) the remedy involves disproportionate expenses, taking into account the scope of the non-compliance and the value of the affected travel services.

4.12. When a significant part of the travel services cannot be performed as agreed in the travel package contract, Wens Tour SRL will offer, at no additional cost to the traveler, suitable alternative services for the continuation of the contract, as far as possible equivalent or of better quality than those specified in the contract, including if the return of the traveler to the place of departure is not ensured as agreed. In the case of a change of accommodation, offering accommodation in the same locality, in the closest variant to the initial one, is considered to be an appropriate alternative service for the continuation of the package.

4.13. If the proposed alternative services, according to art. 4.11., result in a package of a lower quality than that specified in the contract regarding the travel service package, Wens Tour SRL will grant the traveler an appropriate price reduction.

4.14. The traveler can reject the proposed alternative services according to art. 4.11. only if they are not comparable to what was agreed in the travel package contract or the price discount granted is inadequate.

4.15. If the non-conformity substantially affects the execution of the package, and Wens Tour SRL has failed to remedy it within a reasonable period established by the traveler, he may terminate the contract regarding the travel service package without payment of a termination penalty and, after case, may request, in accordance with art. 5.14.-5.16, price reduction and/or compensation.

4.16. To the extent that it is impossible to ensure the return of the traveler as agreed in the travel package contract due to unavoidable and extraordinary circumstances, the Agency will bear the cost of the necessary accommodation, as far as possible of equivalent category, for a period not exceed three nights per traveler.

4.17. The Agency provides adequate assistance without undue delay to the traveler in difficulty, including in the circumstances provided for in art. 4.15., in particular by:

- a) providing appropriate information regarding health services, local authorities and consular assistance;
- b) carrying out to remote communications and supporting the traveler in finding alternative travel services.



4.18. The agency has the possibility to claim a reasonable fee for such assistance if the traveler is the one who caused the difficulty intentionally or through his own negligence. The commission does not in any case exceed the actual costs incurred by the Agency.

4.19. If the agency has not met the informing requirements regarding commissions, tariffs, termination penalties or other additional costs, before the conclusion of the contract regarding the travel service package, the traveler will not bear those commissions, tariffs, penalties of termination or other costs.

4.20. The agency is exonerated from any kind of liability in the event that from the time of booking the travel service package until the departure on holiday, the destination country requests the presentation of a SARS-CoV-2 test, or, if upon returning from the holiday, the Romanian state requests the presentation of a negative result to a PCR test/quarantine for a period of 14 days. In this case, prior to the trip, the Traveler has the right to terminate the contract regarding the travel service package, the termination being imputable to him, meaning that he will have to compensate the Agency for the damage caused to it, by paying a justified and appropriate termination fee, which consists in equivalent value of the services provided by the Agency, respectively the value of the travel package.

V. THE RIGHTS AND OBLIGATIONS OF THE TRAVELER

5.1. If the traveler is unable to participate in the tourist trip regardless of the reasons underlying the impossibility of participation, the traveler can transfer the contract regarding the travel service package to a person who meets all the conditions applicable to that contract, after notifying Wens Tour SRL in - a period of at least 7 days before the start of the execution of the package, on a durable medium.

5.2. The person transferring the travel package contract and the person to whom the contract is transferred to are jointly and severally liable for the payment of the balance and all commissions, fees and other additional costs generated by this transfer.

5.3. The agency will inform the person transferring the contract of the actual costs of the transfer.

5.4. The agency will provide the transfer or with evidence of the additional costs, commissions or other costs generated by the transfer of the travel package contract.

5.5. In the case of rest and/or treatment stays taking place in Romania, the traveler has the obligation to comply with the following service provision schedule: accommodation is usually made at 6:00 p.m. on the day of entry, and it's ending at 10:00 a.m., as a rule, on the day of departure indicated on the travel documents (voucher, rest and/or treatment ticket, excursion ticket, etc.). Any additional costs generated by the failure to release the accommodation spaces at the latest at the times specified above are the sole responsibility of the traveler.

5.6. If the prices established in the contract are increased by more than 8%, regardless of the reasons for the increase, the traveler can unilaterally terminate/denounce the contract without any obligation to the Agency, having the right to the immediate reimbursement by the Agency of the amounts paid, including the commission.

5.7. The traveler is obliged to communicate his option to the Agency, within 5 days of receiving the notice provided in chapter IV point 4.2.-4.3. regarding the modification of the essential provisions of the contract, being able to opt for:



- a) unilateral termination/denunciation of the contract without payment of penalties; or
- b) accepting the new conditions of the contract.

5.8. If the traveler decides to participate in the trip on which changes have been made under the conditions of chapter IV point 4.2.-4.3. it is considered that all changes have been accepted and the traveler cannot request further compensation due to changes of this type.

5.9. If the contract regarding the travel service package is terminated, the traveler may accept another package, when it is offered by the Agency, if possible, of equivalent or higher quality.

5.10. The Agency will inform the traveler, without undue delay and in a clear, intelligible and well-marked way, on a durable medium, about:

- a) the proposed changes provided for in art. 4.2.-4.3. and art. 4.7. and, as the case may be, and in accordance with art. 5.11. their impact on the package price;
- b) the term in which the traveler must inform the Agency about his decision under art. 4.9;
- c) the consequences of the traveler's lack of reaction within the term stipulated in letter b), in compliance with the legal provisions in force;
- d) as the case may be, the substitution package offered and its price.

5.11. If the changes made to the contract regarding the package of travel services provided for in art. 4.2.-4.3. or art. 4.7. result in a decrease in the quality or cost of the package, the traveler is entitled to a corresponding price reduction.

5.12. If the contract regarding the travel service package is terminated pursuant to art. 4.2-4.3. and the traveler does not accept another package, Wens Tour SRL will reimburse all payments made by or on behalf of the traveler, without undue delay and, in any case, no later than 14 days from the date of termination of the contract, in compliance with the provisions on price reduction and awarding damages.

5.13. In application of art. 4.2.-4.3. it is considered to be a significant change, including a change of accommodation. In this case, travelers are offered the closest option in that location of equivalent or higher quality. At the same time, significant changes mean important changes brought to any of the main characteristics of the travel services:

- travel destination, itinerary and periods of stay;
- means of transport, their characteristics and categories, places, dates and times of departure and return, durations and places of intermediate stops and transport links;
- the location, the main characteristics and, as the case may be, the tourist category of the accommodation units according to the rules of the destination country;
- the meal services offered;
- the visits, excursions or other services included in the total agreed price of the package.

A significant change is also the impossibility of meeting the special requirements of the traveler, which the organizing travel agency has previously accepted.

5.14. . The traveler benefits from a corresponding price reduction for any period during which there was non-compliance, unless the Agency proves that the non-compliance is attributable to the traveler.



5.15. The Traveler has the right to receive adequate compensation from the Agency for any damages suffered as a result of non-compliance. Compensation shall be granted without undue delay.

5.16. The traveler is not entitled to compensation for damages if the Agency proves that the non-compliance occurs in one of the following situations:

- a) is imputable to the traveler;
- b) is attributable to a third party that is not related to the provision of the travel services included in the travel package contract and is unforeseeable or unavoidable;
- c) is caused by unavoidable and extraordinary circumstances.

5.17. The traveler can terminate the contract regarding the travel service package at any time before the start of the execution of the package. If the traveler terminates the travel package contract, he may be required to pay an appropriate and justifiable termination penalty to the Agency.

5.18. Reasonable standardized termination penalties may be provided in the travel package contract, depending on the time of termination of the contract before the start of the performance of the package, as well as the anticipated cost savings and revenues generated by the alternative performance of the travel services. In the absence of standardized termination penalties, the amount of the termination penalty corresponds to the price of the package, minus the cost savings and revenues generated by the alternative performance of the travel services. At the traveler's request, the Agency will present a justification for the amount of the termination penalties.

5.19. By exception to art. 5.17., the traveler has the right to terminate the contract regarding the travel service package before the start of the execution of the package, without paying any termination penalty in case of unavoidable and extraordinary circumstances that occur at the place of destination or in its immediate vicinity and which significantly affects the execution of the package or significantly affects the transport of passengers to the destination.

5.20. In case of termination of the contract regarding the travel service package, under the terms of art. 5.19, the traveler is entitled to a full refund of any payment made for the package, but is not entitled to any additional compensation.

5.21. The Agency may terminate the contract regarding the travel package and offer the traveler a full refund of all payments made for the package, but is not liable to pay additional compensation, in one of the following cases:

- a) the number of people registered to participate in the respective package is less than the minimum number established in the contract, and the Agency notifies the traveler about the termination of the contract within the term established in the contract, but no later than:
 - i. 20 days before the start of the execution of the package, in the case of trips lasting more than six days;
 - ii. seven days before the start of the execution of the package, in the case of trips lasting between two and six days;
 - iii. 48 hours before the start of the execution of the package, in the case of journeys lasting less than two days;



- b) The agency cannot execute the contract due to unavoidable and extraordinary circumstances and notifies the traveler about the termination of the contract, without delay and before the start of the execution of the package.

5.22. The Agency will make any reimbursement required under art. 5.19 – 5.21. or, as the case may be, according to art. 5.17., will reimburse any payments made by or on behalf of the traveler for that package, from which the corresponding termination penalty will be deducted. These refunds or reimbursements will be made to the traveler without undue delay and, in any case, no later than 14 days after the termination of the travel package contract.

5.23. The traveler has the right to unilaterally terminate/denounce the contract at any time, in whole or in part, and if the unilateral termination/denouncement is imputable to him, he is obliged to compensate the Agency for the damage caused to it, according to the provisions of Chapter VI, except for cases of force majeure defined according to the law. The compensation can be up to the maximum price of the contracted tourist service package.

5.24. If the traveler chooses to move to a different hotel than the one initially contracted and paid for, the financial responsibility of the cancellation belongs to him. The agency will solve the traveler's requirements as far as possible, any price differences to be borne by the traveler.

If the traveler unreasonably requests a change of the hotel, the structure of the rooms or any of the services, this is equivalent to the unilateral termination/denunciation of the contract, with the application of the penalties provided for in chapter. VI at that time and the conclusion of a new contract.

5.25. The traveler is obliged to pay at the reception of the hotel unit the resort tax, the sanitation tax, as well as other local taxes, without being able to claim compensation or the return of the amounts from the Agency.

5.26. The traveler is obliged to present at the reception of the hotel unit his identity documents, as well as the travel document issued by the Agency (voucher, rest and/or treatment ticket, etc.), in order to provide tourist services. If the traveler benefits from rest and treatment tickets, he is obliged to present at the reception of the hotel unit a referral from the family doctor and proof of payment of social insurance contributions, up to date.

5.27. The traveler acknowledges that the services he purchases without being part of the contract with the travel agency are the sole responsibility of the local provider, are governed by the legislation of the country of destination, and the travel agency has no responsibility for the services in question.

5.28. If in order to carry out the trip it is necessary for the traveler to fulfill some additional formalities (for example, traveling with minors, the situation in which the traveler's name is changed as a result of her marriage/dissolution, etc.), he has the obligation to fulfill all legal requirements. For optimal information, the Agency also recommends consulting the website of the Border Police. If the traveler does not comply with his obligation to inform himself about the additional formalities necessary to carry out the trip that are not the responsibility of the Agency (for example, in the case of traveling with minors, power of attorney from the parent or legal representative who does not accompany him or any other additional documents - the list being exemplary), the Agency is exempted from any liability in the event of the impossibility of making the trip.



5.29. The travel agency recommends that travelers contact it 24 hours before departure to reconfirm boarding details (flight schedule, boarding place, etc.).

5.30. If a single person hires services for a larger number of travelers, the contractual conditions automatically extend to the entire group for which the services were paid.

5.31. The traveler is obliged to use the means of transport, the hotel room and the goods from its endowment as a good owner and according to their destination. The agency is not responsible for any damages caused or injuries suffered by the traveler as a result of non-compliance with this paragraph.

5.32. The traveler has the obligation to respect the place, date and time of departure both on the way out and on the way back, as well as the places, dates and times established during the contracted tourist program. All expenses and damages caused as a result of the traveler's non-compliance with the provisions regarding meeting places and timetables will be borne by him.

5.33. If the traveler who entered the territory of the state in which the package of tourist services is carried out refuses to return to their home country and the authorities of the respective country register expenses of any kind with him, the respective traveler has the obligation to bear all these expenses.

5.34. For unaccompanied minors, information will be provided to the Agency, allowing the Agency to contact the minor directly or the person responsible for him.

VI. WAIVERS, PENALTIES, COMPENSATIONS

6.1. If the traveler abandons the package of tourist services that is the subject of this contract due to his own fault, he owes the Agency penalties as follows:

6.1.1. In the case of external travel services, the penalties are:

- a) ...from the price of the service package, if the cancellation is made more than.... calendar days before the departure date;
- b) ...from the price of the service package, if the cancellation is made in the interval ofcalendar days before the departure date;
- c) ...from the price of the service package, if the cancellation is made less than a fewcalendar days before departure or by not showing up to the program;
- d) ...from the price of the service package, if the traveler purchased the travel service package from special programs such as Early Booking, Black Friday, Last minute, or other similar programs regardless of the date on which the traveler requests cancellation.

6.1.2. In the case of domestic travel services, the penalties are:

- a) ...from the price of the service package, if the cancellation is made more thancalendar days before the departure date;
- b) ...from the price of the service package, if the cancellation is made in the interval ofcalendar days before the departure date;
- c) ...from the price of the service package, if the cancellation is made less than a fewcalendar days before departure or by not showing up to the program;



d)from the price of the service package, if the traveler purchased the travel service package from special programs such as Early Booking, Black Friday, Last minute, or other similar programs regardless of the date on which the traveler requests cancellation.

6.2. If the traveler who contracted a package of tourist services with the Agency and paid an advance does not provide within the term communicated in writing, payment for the related installments or the remaining payment, the contract is considered terminated by law, and the Agency has the right to cancel the reservations made for the benefit of the traveler with the retention of the penalties provided for in point 6.1.

6.3. For rest and/or treatment tickets purchased through trade union organizations, the Agency will make refunds only on the basis of cancellation requests countersigned and stamped by the representative of the trade union organization.

6.4. If an embassy refuses to grant an entry visa for the performance of the service package, the traveler will be withheld all fees owed by the Agency to the direct providers, as well as its own operating expenses.

6.5. Penalties equivalent to those indicated in point 6.1.1 letter c) or d), respectively 6.1.2 letter b) or c) also applies if the traveler does not arrive on time at the airport or at the place of departure/destination, if he cannot leave for the trip because the personal documents required for the trip do not comply with the legal regulations or is in the impossibility of leaving the territory of the country, for other reasons related to the person.

6.6. The traveler must submit in writing the request to cancel the package of tourist services to the Agency where he paid for the services. Otherwise, the cancellation request is not considered.

6.7. The agency will grant compensation depending on the degree of non-compliance with the obligations in the contract.

6.8. The agency is not responsible in situations of strikes, political conflicts and war, catastrophes, public danger, terrorist attack, international embargo, as well as in the case of airline companies establishing liability limits. All these situations that are not imputable to any party are considered force majeure situations and exempt the Agency from liability.

6.9. All the amounts mentioned in points 6.1, 6.2, 6.4 and 6.5 will be withheld by the Agency from the advance or the total price of the package of tourist services paid by the traveler, without the need for the intervention of the courts.

VII. COMPLAINTS

7.1. If the traveler is dissatisfied with the tourist services received, he has the obligation to make a written notification on the spot, clearly and explicitly, regarding the deficiencies found, related to the realization of the contracted tourist services package, which will be sent promptly both to the representative of the Agency and to the provider of tourist services (hotel, restaurant management, local representatives of the tour operator).

The contact details of Wens Tour SRL Agency are:

Phone: +40 264 590 748



Fax: +40 264 595 755

Email: office@wens.ro

7.2. Both the Agency and the tourist service provider will act immediately to resolve the complaint. If the notification is not resolved or is partially resolved, the traveler will submit a written complaint to the Agency's headquarters, within a maximum of 5 calendar days from the end of the trip, and the Agency will, within 30 calendar days, communicate to the traveler the compensation due to him, as the case may be.

VIII. INSURANCE

8.1. The traveler is ensured for the reimbursement of repatriation expenses and/or the amounts paid by him, in the event of the Agency's insolvency or bankruptcy, at the Insurance Company _____ headquartered in _____, telephone _____, fax _____, Insurance policy no. _____, displayed on the website of the organizing agency.

8.2. The conditions under which the traveler will be compensated by the insurance company are:

8.2.1. If the Agency does not carry out the repatriation of the traveler, he has the obligation to immediately notify the insurance company by phone, fax or e-mail. In this situation, the insurance company is not obliged to pay the repatriation costs immediately, but to reimburse them after the traveler's return to Romania, under the terms of the insurance policy concluded between the Agency and the insurance company.

8.2.2. If the traveler asks the Agency for the counter value of the sums paid and/or the repatriation expenses, he must send the supporting documents to the Agency by registered letter with confirmation of receipt. The traveler has the obligation to keep photocopies of the relevant supporting documents. The traveler can request the Agency to reimburse the sums paid and/or repatriation expenses within 15 (fifteen) calendar days from the date of completion of the tourist service package or from the date of repatriation.

8.2.3. The traveler has the obligation to notify the insurance company, by registered letter with confirmation of receipt, in relation to the request addressed to the Agency regarding the reimbursement of the amounts paid and/or repatriation expenses, within 5 (five) calendar days from the date of confirmation by receipt provided for in point 8.2.2.

8.2.4. If, within 15 (fifteen) calendar days from the date of confirmation of receipt of supporting documents by the Agency, the traveler has not received the amounts requested from it, the insured event takes place.

8.2.5. Within 10 (ten) calendar days from the date of occurrence of the insured event, the traveler has the obligation to send the insurance company, by registered letter with confirmation of receipt, the claim for compensation accompanied by supporting documents.

8.2.6. Supporting documents mainly consist of:

- a) the contract for the sale of the package of tourist services;



- b) the receipt confirmations specified in points 8.2.2, 8.2.3 and 8.2.5;
- c) photocopies of advance payment documents (receipts, payment orders, etc.), in the case of requests for reimbursement of amounts paid by the traveler;
- d) the photocopies of the transport and accommodation documents, in the case of requests for reimbursement of repatriation expenses. The insurance company has the right to ask the traveler for other supporting documents.

8.2.7. The compensation cannot exceed the amount paid by the traveler in the contract for the sale of the package of tourist services, nor the amounts necessary for its repatriation, in compliance with the legal provisions in force.

8.2.8. The compensation will be paid within 30 (thirty) calendar days from the date of receipt by the insurance company of the supporting documents from the traveler.

8.2.9. If, after payment of the compensation, the Agency pays the debit to the traveler, he has the obligation to return the received compensation to the insurer, within 5 (five) working days from the date of receipt of the amounts representing the debit from the Agency.

8.2.10. Optionally, the traveler has the possibility of concluding an insurance contract, which covers the transfer fees, or an assistance contract that covers the repatriation fees in case of accidents, illness or death, an insurance contract for luggage, an insurance contract for medical services at the destination or cancellation insurance or other types of travel insurance. The agency recommends concluding cancellation insurance to cover possible cancellation penalties. The traveler can be informed in the agencies about the cases covered by the cancellation insurance, this can be concluded in the travel agency where he purchased the package of tourist services, if the Agency offers this type of service.

8.3. The Agency is not guilty of any failure to comply with the obligations stipulated in the insurance policies contracted through the Agency, because it functions only as an intermediary between the traveler and the insurer.

IX. THE CONTRACT DOCUMENTS ARE ATTACHED TO IT AND ARE THE FOLLOWING:

- a) the voucher, the rest/treatment ticket, the trip ticket, the order form, as the case may be;
- b) the travel program, in the case of travel actions;
- c) catalogues/leaflets/offers/other documents/etc. of the Agency made available to the traveler, in printed or electronic format.

X. TERMINATION OF THE CONTRACT REGARDING THE TRAVEL SERVICE PACKAGE AND THE RIGHT OF WITHDRAWAL BEFORE THE START OF THE EXECUTION OF THE PACKAGE

10.1. The traveler can terminate the contract regarding the travel service package at any time before the start of the execution of the package. If the traveler terminates the contract regarding the travel service package, he may be obliged to pay the organizing travel agency an appropriate and justifiable termination penalty, in accordance with art. 5.17.

10.2. Reasonable standardized termination penalties may be provided in the travel package contract, depending on the time of termination of the contract before the start of the package execution, as well



as the anticipated cost savings and revenues generated by the alternative execution of the travel services. In the absence of standardized termination penalties, the amount of the termination penalty corresponds to the price of the package, from which the cost savings and revenues generated by the alternative execution of travel services are deducted. At the traveler's request, the Agency presents a justification for the amount of the termination penalties.

10.3. By exception to art. 10.1., the traveler has the right to terminate the contract regarding the travel service package before the start of the execution of the package, without paying any termination penalty in case of unavoidable and extraordinary circumstances that occur at the place of destination or in its immediate vicinity and which significantly affects the execution of the package or significantly affects the transport of passengers to the destination.

10.4. In case of termination of the contract regarding the travel service package, under the terms of art. 10.3., the traveler is entitled to a full refund of any payment made for the package, but is not entitled to any additional compensation.

10.5. Under the conditions provided for in art. 5.21.

10.6. The agency makes any reimbursement required under art. 10.3. – 10.5. or, as the case may be, according to art. 10.1., reimburses any payments made by or on behalf of the traveler for the respective package, from which the corresponding termination penalty is deducted. These returns or refunds are made to the traveler without undue delay and, in any case, no later than 14 days after the termination of the contract regarding the travel service package

10.7. The contract terminates by law with the completion of the effective provision of the package of tourist services listed in the travel documents.

XI. FINAL PROVISIONS

11.1. This contract was perfected in two copies, one for each party.

11.2. The selling of travel service packages and associated travel services will be made in accordance with the provisions of this contract and in compliance with the provisions of Government Ordinance no. 2/2018, republished.

11.3. All accommodation units, as well as means of transport, are classified by the competent bodies of the destination countries, according to internal procedures and local regulations, where they exist, which differ from one country to another and from one type of destination to another .

11.4. The traveler declares that the Travel Agency has fully informed him about the terms of sale of travel service packages and associated travel services, in accordance with the provisions of Government Ordinance no. 2/2018. By signing this contract or by accepting the tourist service packages, including in the case of those purchased remotely by electronic means, the traveler expresses his agreement and acknowledgment of the general conditions for the sale of tourist service packages, in accordance with the offer of the travel agency tourism.

11.5. Disputes arising between the parties are resolved amicably, otherwise the parties agree to address the competent courts in Cluj-Napoca.



11.6. The contract will be interpreted according to Romanian laws.

XII. ALTERNATIVE DISPUTE RESOLUTION ("ADR") PROCEDURE

12.1. Alternative dispute resolution ("ADR") is an alternative mechanism to the judicial system, through which consumers are offered the possibility of resolving disputes they may have with traders, when they are faced with a problem related to the purchase of a product or service.

Thus, complaints against traders are presented voluntarily by consumers, to be resolved in an independent, impartial, transparent, fast and fair manner.

12.2. The Alternative Dispute Resolution Directorate (ADR Directorate) within the National Authority for Consumer Protection ("NACP"), has the competence to alternatively resolve national and cross-border disputes arising from sales contracts or service contracts concluded with a trader who carries out activities in Romania, in the sectors of activity in which NACP is competent.

12.3. The ADR application request, the List of ADR advisers, the ADR Procedure and the applicable legislation can be consulted here <http://www.anpc.gov.ro/categorie/1271/sal>.

XIII. PROCESSING OF PERSONAL DATA

13.1. Personal data processed by the AGENCY

The processing of personal data is any operation or set of operations, which is carried out on your personal data, by automatic or non-automatic means, such as: collection, registration, organization, structuring, storage, adaptation or modification, extraction, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, blocking, archiving, deletion or destruction of data.

In the context of booking, intermediation, offering and marketing services and/or travel service packages, other tourist services, cultural/sporting or other events, leisure services or business trips marketed by the AGENCY, and maintaining/developing relationships commercial/contractual with you, we may request certain personal data.

In this sense, the AGENCY can process, among others, the following personal data: name, surname, telephone number, home address, e-mail address, series and identity card number, series and no. passport, CNP, date of birth, children's age, place of work, company name (if applicable), VAT registration number (if applicable).

13.2. The persons concerned

The persons concerned, whose data may be processed by the AGENCY, exclusively for the purpose mentioned below, are you, as travelers/tourists/beneficiaries of travel or tourist services, representatives/authorized persons/business contacts (business partners or contractual, etc.) within companies or public institutions/authorities.

13.3. Purposes of personal data collection

We process your personal data only for the following purposes:



- Booking, intermediation, offering and/or marketing services and/or packages of travel services, other tourist services, cultural/sporting or other events, leisure services or business trips, execution of contracts – respectively in order to fulfill contractual obligations that we assume towards you;
- In order to fulfill the legal obligations established in our charge.

13.4. THE AGENCY will consider all information collected from you as confidential and will not share it with third parties (with the exception of tour operators, accommodation units, carriers, other natural and/or legal persons involved in the provision of services and/or travel service packages, to other tourist services, cultural/sporting or other events, leisure services or business trips booked or purchased by you, respectively the AGENCY's business partners, including partners from outside the European Union, if without the sharing of your data you would not have could benefit from all these services mentioned above) without your express and prior consent.

13.5. Recipients of your personal data

Data recipients means any natural or legal person, public authority, agency or other body to whom (to whom) your personal data is disclosed, such as those specified below, but not limited to: tour operators, accommodation units , transporters, other natural and/or legal persons involved in the provision of services and/or travel service packages, other tourist services, cultural/sporting or other events, leisure services or business trips, central public authorities and local authorities, judicial authorities, police, prosecutor's office (within the limits of the legal provisions and/or as a result of well-founded and expressly formulated requests), etc.

The confidentiality of personal data will be ensured by the AGENCY and will not be provided to third parties other than those mentioned in this document.

13.6. Duration of personal data processing

In order to achieve the stated purpose, the AGENCY will process your personal data during the entire period of the AGENCY's activities, until the moment you or your legal/authorized representative exercise the right of opposition/deletion (except for the situation in which the AGENCY processes the data based on a legal obligation or justifies a legitimate interest). After the end of the personal data processing operations, for the purpose for which they were collected, if you or the legal/authorized representative will not exercise the right of opposition/deletion, according to the law, these data will be archived by the AGENCY for the period of time stipulated in the internal procedures of the AGENCY and/or will be destroyed.

13.7. The rights of data subjects

In the relationship with the AGENCY, you benefit according to the applicable legal provisions of the following rights: the right to be informed, the right of access, the right to rectification, the right to delete data, the right to restrict processing, the right to data portability, the right to opposition and the process automated individual decision-making, including profiling.

The right to be informed means that you have the right to be informed about how your data is processed and the reason for the processing.



The right of access means that you have the right to obtain confirmation from us as to whether or not we are processing your personal data and, if so, access to that data and information on how the data is processed.

The right to data portability refers to the right to receive personal data in a structured, commonly used and machine-readable format and the right to have this data transmitted directly to another operator if this is technically possible.

The right to object refers to your right to object to the processing of personal data when the processing is necessary for the performance of a task that serves a public interest or when it has in mind a legitimate interest of the operator. When the processing of personal data is aimed at direct marketing, you have the right to object to the processing at any time, free of charge and without any justification, using, where appropriate, the unsubscribe function included in the marketing materials.

The right to rectification refers to the correction, without undue delay, of inaccurate personal data. The rectification will be communicated to each recipient to whom the data were transmitted, unless this proves impossible or involves disproportionate efforts.

The right to data erasure ("the right to be forgotten") means that you have the right to request that we delete your personal data without undue delay if one of the following reasons applies: it is no longer necessary to fulfill the purposes for which they were collected or processed; you withdraw your consent and there is no other legal basis for the processing; you object to the processing and there are no overriding legitimate grounds; personal data were processed illegally; personal data must be deleted to comply with a legal obligation; personal data were collected in connection with the provision of information society services.

The right to restrict processing can be exercised if the person disputes the accuracy of the data, for a period that allows us to verify the correctness of the data; the processing is illegal and the person opposes the deletion of personal data, requesting the restriction instead; in case the AGENCY no longer needs the personal data for the purpose of processing, but the person requests them for establishing, exercising or defending a right in court; if the person has objected to the processing for the period of time in which it is checked whether the legitimate rights of the operator prevail over those of the respective person.

Rights related to automated individual decision-making, including profiling. The data subject has the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning the data subject or similarly affects him to a significant extent. The mentioned provisions do not apply if the decision:

1. it is necessary for the conclusion or execution of a contract between the data subject and a data operator;
2. is authorized by Union law or internal law that applies to the operator and that also provides for appropriate measures to protect the rights, freedoms and legitimate interests of the data subject; or
3. is based on the explicit consent of the person concerned.



In the event that you, directly or through a representative, exercise your rights mentioned above, in a manifestly unfounded, unjustified or excessive manner, especially due to the repetitive nature, the AGENCY may:

- either charge a reasonable fee, taking into account the administrative costs for providing the information or communication, or for taking the requested action;
- or refuse to comply with the request.

You also have the right to file a complaint with a supervisory authority and to file a legal appeal. For this purpose, in Romania, the supervisory authority is: www.dataprotection.ro

13.8. Exercising your rights

To exercise these rights, you can contact the Agency by sending a written, dated and signed request to the address: Str. Republicii, no. 10, 400015, Cluj Napoca or by sending an e-mail to protectedate@wens.ro.

13.9. By signing this contract, you confirm that you have read, been correctly and completely informed, have become aware of the content of this document, fully understand it and agree to:

- the fact that the processing of personal data, as specified in the legislation in force and in this document, will be carried out for the purpose of booking, intermediation, offering and/or marketing services and/or travel service packages, other tourist services, cultural/sporting or other events, leisure services or business trips;

- the fact that the AGENCY will process your personal data only to the extent that this step is necessary for the purpose mentioned in this document, in compliance with legal data security and confidentiality measures.

For details on the processing of personal data by the AGENCY, you can access the website <http://wens.ro/>, Privacy Policy section.

13.10 PARENTAL CONSENT IN THE CONTEXT OF PERSONAL DATA PROCESSING OF MINORS (to be completed only if there are minors - indirect beneficiaries of the contracted services)>

Mr./Mrs., (name - surname: parent / legal representative / authorized representative of the legal representatives), _____, in the capacity of (parent / legal representative / authorized representative of the legal representatives) of the minor / minors _____, being _____ years old, I hereby consent on his/her behalf that the AGENCY can process the personal data related to the name and age of the minor(s), series and number of passport/identity card, for the purpose of booking/selling tourist packages/tickets aircraft whose direct or indirect beneficiary will be the minor.

By signing this contract, I confirm that I have read, I have been correctly and completely informed, I have become aware and I fully understand the rights I enjoy regarding the protection of both my personal data and the protection of the minor's personal data.

The emergency phone number that allows the traveler to contact the Agency quickly and efficiently is 0264590748/6/9.



AGENCY _____

NAME _____

REPRESENTED BY _____

SEAL _____

TRAVELER _____

FIRST NAME _____

SECOND NAME _____

SIGNATURE _____