

Vegetable carving contest, Treviso, November 27-28, 2005

Contract for the sale of tourist services packages (directive 90/314/EEC – Legislative Decree 111 of 17/3/95).

GENERAL TERMS

ART 1 ORGANIZER – LEGISLATIVE SOURCES

The tourist services package object of the present contract is organized by A & N Sbrojavacca Ltd, Via Manin 50/a 31100 Treviso, Italy (the Organizer), recipient of the administrative authorization no. 403/6125 of 14/02/1990 awarded by the Province of Treviso. The Contract is governed by the following provisions and by the Legislative Decree no. 111 of 17/03/95, by Directive 90/314/CEE, by the International agreement on the matter, and in particular by the Brussels Agreement of 20/04/1970, enforced by law 20/12/1977, no. 1084, by the Warsaw Agreement of 12/10/1929 over International Air Transport, enforced by law 19/05/1932, no. 41, by the Berne Agreement of 25/02/1961 over Rail Transport, enforced by law 02/03/1963, no. 806, as applicable to the services object of the tourist package, and by the provisions on the matter in the Italian Civil Code and the other internal regulating laws not in contrast with the provisions in the present Contract.

ART. 2 CONTENTS OF THE CONTRACT- DESCRIPTION OF THE TOURIST PACKAGE

The present Contract consists in the General Terms herein listed, in the special terms listed in the program or in the notes to the Contract/Confirmation of booking, and in the expressly indicated possible program. the notion of “tourist services package” – (ART. 211 - lgs. d. 111/95) is the following: Tourist services packages have as object the journeys, the holidays and the “all included” circuits resulting from the pre-set combination of at least two of the element listed in the following, sold or offered for sale for a flat-rate price, and lasting over 24 hours, or extending for a period of time including at least one night: a) transport; b) lodging; c) tourist services not accessory to transport or lodging (omission), which constitute a meaningful part of the “Tourist services package” .

ART. 3 PRICE, - REVISIONS, - ADVANCE PAYMENTS

The price for the tourist services package is that determined in the present Contract. Such price may be changed until 20 days before the departure only in consequence of variation in the transport, fuel, fees and taxes costs, as (just as an example, and not exhaustive), airport boarding and disembarkation fees, and of the exchange rate applied (with reference to the one indicated in the special terms), the price revision shall be determined in proportion to the variation of the quoted elements and the Contracting Party will be given the exact indication of the variation of the price element which has determined the revision itself.

Unless otherwise indicated in the special terms, listed in the Contract or in the program, at the moment of booking, or of the binding request, 25% of the price for the tourist services package must be paid as advance payment, together with the admission fees and the price for possible supplementary insurance. Total payment is due 30 days before departure.

Should the booking take place at a date after the one foreseen for the total payment of the price, the Contracting Party will make the total payment at the same time of the booking. Non-payment of the above sums by the established dates shall be an express avoidance clause, such as to determine, on part of the Broker Agency and/or the Organizer, the cancellation by right of the Contract.

ART. 4 INSURANCES – SURETY FUND

The Organizer, according to art. 20 of lgs. d. no. 111 of 17/03/1995, has taken out the insurance policies no. 4066642S/4073166 Navale Assicurazioni Inc. Furthermore, the Contracting Party may take out, if not included in the total price, special insurance policies against the expenses deriving from the cancellation of the package, accidents and personal belongings, and enter into an assistance contract covering the repatriation expenses in the case of accidents or illness.

At the General Head Office for Tourism of the Ministry for Economic Activities, is established the National Surety Fund (according to art. 21 Lgs. d. 111/95) to which the Consumer may apply (in the case of insolvency or declared bankruptcy of the supplier or the Organizer for the protection of the following demands: a) refund of the price paid; b) his repatriation in the case of trips abroad.

The fund is also to provide an immediate available cash in the case of forced re-entry of tourists from Countries outside the European Community in case of emergencies, be they ascribable to the Organizer's behavior or not. The fund modes of intervention are fixed by the decree of the President of the Council of Ministers of 23/09/99, no. 349-O.G. no. 249 of 12/10/1999 (according to art. 21 no. 5 lgs. d. 111/95).

ART. 5 TRANSFER OF THE CONTRACT

The Contracting Party, should he be in the impossibility to make use of the tourist services package, may transfer the contract to a third party, provided that: The Organizer is informed by writing through recorded delivery letter with advice of delivery or, in case of urgency, telegram, which must arrive within and not later than 4 working days before the date arranged for the departure, receiving at the same time advise over the particulars of the transferee..

There are no opposing reasons relating with the passport, visas, health certificates, lodging arrangements, transport services, or anyhow such as to make the use of the package impossible by persons other than the quitting client;

The incoming party reimburses the Organizer for all the expenses met to grant the substitution in the amount he will be advised of before the transfer.

The transferor and the transferee are furthermore jointly obliged to the payment of the tourist services package and the expenses deriving from the transfer of letter c) of the present article.

ART. 6 CLIENT WITHDRAWAL

6.1 The Client has the right to recede from the Contract, without paying any penalty, only in the following hypotheses: increases over 10% of the package price; essential changes in the Contract required by the Organizer after the signature of the Contract itself, and non accepted by the Client. To this effect, it is specified that the Contracting Party must notify by writing to the Organizer his choice as to accept or recede within two working days from receiving the proposal of the changes.

If the Contracting Party should intend to recede from the Contract outside of the hypotheses listed in preceding point 6.1, the following conditions will apply: withdrawal up to 60 calendar days before departure, admission fee and possible expenses.

withdrawal from 59 up to 30 calendar days before departure, admission fee of 50 Euros and penalty of 20.00 Euros.

withdrawal from 29 up to 15 calendar days before departure, admission fee of 50 Euros and penalty of 30,00 Euros.

withdrawal from 14 up to 09 calendar days before departure, admission fee of 50 Euros and penalty of 50,00 Euros.

no refund after this date.

ART. 7 MODIFICATION OR CANCELLATION OF THE TOURIST SERVICES PACKAGE BEFORE THE DEPARTURE

7.1 In the hypothesis in which, before the departure, the Organizer should notify by writing his impossibility to supply one or more services object of the tourist services package, proposing and alternate solution, or in the case the Organizer should cancel the tourist services package before the departure, for any reason but the negligence of the same Contracting Party (or of another of the travelers for whom the Contracting Party has made a booking), this last Party has the following rights:

- To make use, without any difference in price, of another tourist services package of equivalent quality, proposed by the Organizer, or of lower quality, with refund of the difference in price;

- to receive the part of price already paid, within seven working days from the moment of the request of refund to the Organizer.

The Contracting Party will have the right to exercise the above foreseen rights also in the case in which the cancellation should depend on not having reached the minimum number of participants foreseen in the Contract/program or by the special terms or by cases of uncontrollable and fortuitous events, related to the tourist services package bought.

7.2 The Contracting Party must advise by writing the Organizer of his choice to recede or to make use of an alternative tourist services package within and not beyond two working days from receiving the alternate proposal. In the lack of an express communication within the above mentioned term, the proposal presented by the Organizer is meant to have been accepted.

7.3 For cancellations other than the ones caused by uncontrollable events, fortuitous event, by negligence of the same Contracting Party (or of another of the travelers for whom the Contracting Party has made a booking), and by not having reached the minimum number of participants, and for those other than the non-participation of the Contracting Party to the alternative tourist services package offered according to the preceding points, if the Organizer should cancel according to ART. 1469 2nd no. 5 Civil Code, will refund the Contracting Party with a sum double than the one already paid to the Organizer. The sum object of the refund will never be over twice the amounts the Contracting Party would be in debt for at that date according to the provisions of preceding article 6, should he proceed.

ART. 8 CHANGES AFTER DEPARTURE

After departure, if an essential part of the services foreseen by the Contract cannot be supplied, the Organizer will set adequate alternative solutions to continue the programmed trip, which must not entail costs of whatever nature to be met by the Contracting Party, or will refund him within the limits of the difference between the originally foreseen services and the ones supplied, safe for the compensation of possible greater damage, which the Contracting Party should evidence. If no alternative solution is possible, or if the Contracting Party does not accept for a justified reason, the Organizer will place at his disposition an equivalent means of transportation to return to the point of departure or other place agreed upon, compatibly with the availability of means and seats, and will refund him the difference between the cost of the services foreseen and that of the services supplied up to the moment of the early return.

ART. 9 RESPONSIBILITIES OF THE ORGANIZER

The responsibility of the Organizer to the Contracting Party for possible damage suffered because of the non- or mis-fulfillment of the obligations foreseen by the present Contract is governed by the law and the international agreements recalled in preceding art. 1.1. Therefore, in no case the responsibility of the Organizer, from whichever title arising, to the Contracting Party, can exceed the limits foreseen by the laws and agreements recalled above, in connection to the damage suffered. In any case, the responsibility of the Organizer is excluded if the non-fulfillment the Contracting Party should lament depends on causes ascribable to the same Contracting Party, or ascribable to a third party not connected with the supply of the services foreseen by the Contract, or is due to fortuitous circumstances, or circumstances beyond one's control. Furthermore, the Organizer shall not be held liable for possible damage deriving from the supply of services by third parties not connected to the Contract and not being part of the tourist services package, or deriving from autonomous initiatives taken by the Contracting Party during the fulfillment of the Contract.

ART. 10 CLAIMS

Each fault in the fulfillment of the Contract must be opposed without delay against the supplier of the services interested, the Organizer, his local representative or the courier so that they can promptly remedy it. The Contracting Party must also, under the risk of voidance, lodge a complaint by mailing a recorded delivery letter with advice of delivery to the Organizer within and not later than the term of 10 working days from the date of the return trip.

ART. 11 COMPETENT COURT

Any litigation will be in the exclusive competence of the Court of Treviso.

ADDENDUM

GENERAL TERMS OF A SALES CONTRACT FOR SINGLE TOURIST SERVICES

A REGULATORY BYLAWS

The contracts having the object of offering just one transport service, staying service, or of any other separate tourist service, as it is not possible to represent it as a contractual case in point of travel organization or of tourist services package, are governed by the following dispositions of the CC articles no. 1, no. 3 and no. 6, articles from 17 to 23, articles from 24 to 31, for what the provisions are concerned other than the ones relating to the organizing contract and to the agreements specifically referred to the sale of a single service object of the contract.

B CONTRACT TERMS

To such contracts will apply the following clauses of the general contract terms for the sale of tourist services packages listed above: art. 3, art. 6, art. 7, art. 8. The application of the above mentioned clauses does not absolutely determine the configuring of the relating contract as sales of tourist services packages. The terms of the quoted clauses relating to the tourist services package contract (organizer, trip, etc.) is therefore to be meant as in reference to the correspondent cases of the contract for the sale of single tourist services (supplier, stay, etc.).