

CASA DI LANGA
&
NUBA EXPEDICIONES S.L. &
NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V &
Nuba USA, Inc.

2024 AGREEMENT

Gentile Ospitalità SRL
a registered company doing business as Casa di Langa in Cerretto Langhe (CN – Italy)

hereinafter HOTEL

&

Agency: NUBA EXPEDICIONES S.L. & NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V & Nuba USA, Inc.

Address: 96, Serrano, Madrid Spain, 28006

Telephone number:

E-mail: alessandra.girardi@nuba.com

VAT:

Website:

Legal representative:

Reference contact: Alessandra Girardi, Nuba – Net Rates Director

hereinafter OPERATOR

providing

that the OPERATOR is interested in requesting room availability at HOTEL to then be sold to its customers under the conditions specified below.

The parties agree and stipulate

1. Contract duration

As further indicated in Annex A which, after being signed by the parties, is annexed to this contract in order to form an integral part thereof

2. Rates

as further indicated in Annex A;

3. Rates include

as further indicated in Annex A;

4. Rates do not include

any other item not included and provided for in Annex A.

5. Commercial commission/discount

as further indicated in Annex A;

6. Contractual methods

as further indicated in Annex A;

7. Minimum stay

as further indicated in Annex A;

8. Reductions & Supplements

as further indicated in Annex A;

9. Check-in /check-out

as further indicated in Annex A;

10. Reservations

All reservations will be on request, subject to the availability of the required room type at time of the booking. Requests must be sent to the e-mail address indicated in Annex A.

HOTEL will honour reservations with FIT rates up to 5 rooms per night.

Please contact HOTEL directly to receive a tailored quotation for bigger groups via e-mail at: giulia.genesio@casadilanga.com

11. Invoice heading and sending

as further indicated in Annex A;

12. Payment method & delays

as further indicated and provided for in Annex A.

Every payment will clearly state references such as the guest's name and dates of stay. In the event that the prepayment is not received within the terms specified in Annex A, the HOTEL will be entitled to cancel the reservation or to ask full payment directly to the clients upon check-in.

13. Cancellation policy

as further indicated in Annex A.

Any cancellation by OPERATOR must be advised to HOTEL in writing and will come into effect on the day it is received.

14. Eventual double agreements

In case of disagreement between the terms and conditions stipulated in this contract and the terms agreed in any other document signed by both parties valid during the same period, this contract will prevail over all others as it replaces any previous agreement.

15. Best available rate guarantee agreement

HOTEL undertakes to guarantee to the OPERATOR a 10% commission on rate (BEFORE VAT) at any rate available on its website, if it is more competitive than the prices mentioned in Annex A for all categories of rooms and suites. In this case, OPERATOR will explicitly mention this rate at the time of request availability / confirmation and will get as net rate the one obtained from the discounted internet rate of 10%. The OPERATOR also undertakes to comply with all the rules of the above-mentioned rate as a cancellation policy, payment, minimum stay and so on.

16. Web and 3rd party rates distribution

The OPERATOR undertakes to respect and enforce its customers, parity policies, respectively, for the resale of the prices contained in Annex A on the web market. In the event that the resale on this market originates lower rates than those published on the HOTEL official website and proved to be by OPERATOR or its customers, HOTEL reserves the right to terminate the contract in advance with immediate effect as the immediate payment of the already completed reservations from the OPERATOR.

17. Additional provisions and services

All provisions and services not expressly provided in Annex A will be exclusively the guest's responsibility; in case of non-payment of said extra services by the guest, HOTEL will be entitled to claim the related amount from the OPERATOR.

HOTEL may promote the organization or sale of services relating to excursions, trips or rentals of any kind and form to guests whose reservations refer to this contract, even without the prior authorization of the OPERATOR and without any rights in regard.

18. Responsibility for damages caused by guests

HOTEL will be entitled to require the OPERATOR to pay compensation for all damages caused to people and/or things by guests during their stay.

19. Contract transfer

The parties expressly provide that the OPERATOR may not transfer this contract to any other Italian or foreign tour operator, subject to the obligation of prior agreement of said transfer and in writing with HOTEL.

20. Ownership transfer or Management change contract termination

In the case of ownership transfer or management change of HOTEL in any capacity, this contract will cease automatically and the HOTEL will not be obliged to have the purchaser or the new OPERATOR be responsible for the obligations under this contract.

21. Hotel presentation

The OPERATOR undertakes to advertise the hotels using only descriptive and photographic/video material provided by HOTEL. Each publication must be previously approved in writing by HOTEL under penalty of early termination of this contract.

HOTEL will not be liable for any printing errors and/or incorrect and incomplete information or unauthorized rates and/or photographic material.

OPERATOR will be an active partner of HOTEL, offering full support to promote it.

22. Guest complaints

Under penalty of forfeiture, all complaints must be made to HOTEL no later than 7 (seven) days after the guest has checked out of the hotel.

23. Applicable law and jurisdiction

This contract is regulated by Italian law. Any dispute deriving from or arising out of this contract will solely be the responsibility of the Court of Asti (CN – Italy), with the exclusion of any other competent Court.

24. Processing of personal data

The parties undertake to process the data and information regarding them in accordance with Legislative Decree 196/2003 "Personal Data Protection Code" and subsequent amendments, and reciprocally authorize consent of said processing.



CASA DI LANGA

PIEMONTE

25. Miscellaneous

This Contract may be supplemented or modified only with the prior written consent of all Parties. It annuls and replaces any agreement previously stipulated.



For all matters not expressly provided in this contract, reference is made to the relevant regulations in force.

The Parties acknowledge that all the provisions of this contract have been the subject of discussion and specific negotiations.

Annex:

- A) price list;

For the purposes and for the effects of articles 1341 and following of the Civil Code, it is hereby declared to specifically approve 17 (Additional provisions and services), 18 (Responsibility for damages caused by guests), 19 (Contract transfer), 20 (Ownership transfer or Management change contract termination), 21 (Hotel presentation), 22 (Customer complaints), 23 (Applicable law and jurisdiction).

<p>Submitted by</p> <p>Emanuela Carosso Sales Manager</p>  <p>CASA DI LANGA Località Talloria 1 12050 Cerretto Langhe (CN – Italy)</p>	<p>Accepted by</p>  <p>Alessandra Girardi Product Director</p>
<p>date: 28/03/2024</p>	<p>date: 28/03/2024</p>

Gentile Ospitalità Srl

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