

GENERAL TERMS AND CONDITIONS

Absolut Alpine Apartments GmbH

1. Execution of the agreement – Down payment

The Accommodation Agreement shall be deemed entered into upon the acceptance of the Party's order by the Proprietor. Electronic declarations shall be deemed received when they can be collected by the party to which they are addressed under normal circumstances provided that they are received during the published business hours of the Proprietor.

The Proprietor shall be entitled to enter into the Accommodation Agreement under the condition that the Party makes a down payment. In such event, the Proprietor shall be obliged to inform the Party of the required down payment before accepting the written or oral order of the Party. If the Party agrees to the down payment (in writing or orally), the Accommodation Agreement shall be deemed entered into upon the receipt of the Party's declaration of consent on the down payment by the Proprietor.

The Party shall be obliged to make the down payment no later than 8 days (receipt) before the accommodation. The costs for the financial transaction (e.g. remittance fee) shall be paid by the Party. Credit and debit cards shall be subject to the terms and conditions of the issuing company.

The down payment shall be deemed an instalment of the agreed remuneration.

Payment

The deposit is 30% of the travel price. The rest of the travel price and the fees for the local tax, bed linen and towels, final cleaning is due no later than 30 days before arrival or as agreed with Absolut Alpine Apartments GmbH.

The deposit and the outstanding balance can be transferred to the following bank account:

Bankverbindung:

Raika Kaprun

IBAN: AT 07 3501 2000 0121 6118

BIC: RVSAAT2S012

All bank charges have to be carried by the guest.

2. Limitations of liability

If the Party is a Consumer, the Proprietor may not be held liable for slight negligence, except for bodily injury.

If the Party is an Entrepreneur, the Proprietor may not be held liable for slight or gross negligence. In such event, the burden of proof to show the fault shall lie with the Party. No consequential, non-material or indirect damage and no loss of profit shall be reimbursed. The

damage to be reimbursed shall at any case be limited to the amount of the damage incurred because the Party has relied on the validity of the agreement

3. Obligations of the Party

The Party shall be obliged to pay the agreed remuneration plus any extra amounts that have arisen from the use of special services by the Party and/or the accompanying guests plus any applicable VAT by the date of departure at the latest.

The Proprietor shall not be obliged to accept foreign currencies. If the Proprietor accepts foreign currencies, such shall be accepted at the current price if possible. If the Proprietor accepts foreign currencies or cashless means of payment, the Party shall pay any associated costs, e.g. for inquiries with credit card companies, telegrams etc.

The Party shall be liable towards the Proprietor for any damage caused by themselves or the Guest or any other persons that receive services of the Proprietor with the knowledge or in accordance with the intention of the Party.

4. Rights of the Party

By entering into an Accommodation Agreement, the Party shall acquire the right to make normal use of the rented rooms and the facilities of the accommodating establishment that are usually accessible to the guests for use without any special conditions and of the usual service. The Party shall exercise their rights in accordance with any applicable hotel and/or guest regulations (rules of the house).

5. Rights of the Proprietor

If the Party refuses to pay or is in arrears with the agreed remuneration, the Proprietor shall be entitled to make use of the legal right of retention in accordance with § 970c of ABGB [Austrian Civil Code] and the legal right of lien in accordance with § 1101 of ABGB with respect to the items brought along by the Party or the Guest. Furthermore, the Proprietor shall be entitled to make use of this right of retention or lien in order to secure its claims under the Accommodation Agreement, particularly for catering, other expenses made for the Party and for any kind of damage claims.

If services are requested in the room of the Party or during unusual times of the day (after 9.00 p.m. and before 6.00 a.m.), the Proprietor shall be entitled to charge an extra remuneration. However, such extra remuneration shall be indicated on the price board for the room. The Proprietor may also refuse such services for operational reasons.

The Proprietor shall be entitled to issue invoices or interim invoices for its services at any time.

6. Obligations of the Proprietor

The Proprietor shall be obliged to provide the agreed services to an extent that complies with its standards.

Extra services of the Proprietor that must be indicated accordingly since they are not included

in the accommodation remuneration shall, by way of example, include:

a) Extra accommodation services that may be invoiced separately, such as the provision of lounges, sauna, indoor and/or outdoor swimming pool, solarium, garages etc.;

b) There is no extra charge for baby bed's and high chairs.

7. Animals

Animals may only be brought to the accommodating establishment with the prior consent of the Proprietor and against extra remuneration.

The Party bringing along an animal shall be obliged to properly keep and/or supervise such animal during their stay or to have it kept and/or supervised by a qualified third party at their own expense.

The Party and/or Guest bringing along an animal shall have an according animal liability insurance and/or personal liability insurance that covers any potential damage caused by animals. Evidence of such insurance shall be provided to the Proprietor upon request.

The Party and/or their insurance company shall be jointly and severally liable towards the Proprietor for any damage caused by the animals brought along. Such damage shall particularly also include any compensation to be paid by the Proprietor to third parties.

Animals shall not be permitted to enter the lounges, saloons, restaurants and wellness zones.

8. Miscellaneous

Unless otherwise specified in the above provisions, any time limits shall start upon the document by which such time limit is instructed being delivered to the Party that must comply with the time limit. When calculating a time limit based on days, the day of the moment or event to which the start of the time limit refers shall not be included in the calculation. Time limits based on weeks or months shall refer to the day of the week or month that corresponds to the day starting from which the time limit is to be counted according to its name or number. If the relevant month lacks such day, it shall be replaced with the last day of such month.

Any declarations shall be received by the other party by the last day of the time limit (12.00 midnight).

The Proprietor shall be entitled to offset any of its claims against claims of the Party. The Party shall not be entitled to offset any of its claims against claims of the Proprietor unless the Proprietor is insolvent or the Party's claim has been established by a court or acknowledged by the Proprietor.

If any gaps arise in relation with the Agreement, the applicable legal provisions shall apply.

9. Start and end of accommodation - Cancellation fee

Arrival time

Unless the Proprietor offers any other time of occupancy, the Party shall be entitled to move into the rented rooms from 4.00 p.m. on the agreed date (“date of arrival”).

If a room is occupied for the first time before 6.00 a.m., the preceding night shall be deemed the first night of accommodation.

The rented rooms shall be vacated by the Party by 10.00 am on the date of departure. The Proprietor shall be entitled to charge another day if the rented rooms are not vacated in time.

Rescission by the Proprietor

If the Accommodation Agreement provides for a down payment and such down payment has not been made by the Party in time, the Proprietor may rescind the Accommodation Agreement without granting any grace period.

If the Guest fails to arrive by 7.00 p.m. on the agreed date of arrival, the Proprietor shall not be obliged to accommodate them unless a later time of arrival has been agreed upon.

If the Party has made a down payment, the rooms shall be deemed reserved until 12.00 noon on the day following the date of arrival at the latest. If a down payment to the amount of more than four days has been made, the obligation to accommodate the Guest shall end on 7.00 p.m. on the fourth day, the date of arrival being deemed the first day, unless the Guest informs the Proprietor of a later date of arrival.

Unless otherwise agreed upon, the Proprietor may rescind the Accommodation Agreement for objectively justified reasons by means of a unilateral declaration by 3 months before the agreed date of arrival of the Party.

Cancellation fee

- If cancelled or modified up to 30 days before date of arrival, 30% of the total price of the reservation will be charged.
- If cancelled or modified later or in case of no-show, the total price of the reservation will be charged.