

CONTRACTUAL TERMS (TERMS) OF THE FIRM OF ALPENCHALET'S TOURISTIK GMBH

Dear Guests,

For brokered external services of other providers (e.g. ski passes of lift companies, partner tour operators, etc.) their terms and conditions apply, which you will find directly in the respective offer or we will send them to you on request. In such cases, Alpenchalets acts as a travel agent and not as a tour operator.

The following translation of the German terms and conditions of holiday home rental are to make understanding easier for you, but it is not binding. Please remember that the original German version is the exclusive foundation of the contract. The terms and conditions of travel become contents of the contract originating between you and us, the firm of **Alpenchalets Touristik GmbH, Moerscher Straße 3, 76185 Karlsruhe, Germany**, –hereinafter briefly called 'AC'– in the event of your accommodation booking, to the extent that they have been effectively included. Please read these terms carefully before your booking.

1 Scope of application of these terms

These terms and conditions shall apply to all offers of chalets and other holiday homes presented by AC.

2 Conclusion of the contract

2.1 With the booking, which can be done verbally, in writing, by telefax, by e-mail, via the Internet, with your travel agent or via a partner company, you bindingly offer AC conclusion of a holiday home rental contract on the basis of our object description, all information making reference thereto and the present terms and conditions of the holiday home rental contract. You shall be bound by this offer of a contract for 2 weeks. This time is needed by us in order to examine your information and the availability of the required services.

2.2 In bookings via the Internet, AC confirms the receipt of your requested booking without delay. AC shall however not be obliged to explain non-acceptance of the offer of a contract made with the booking if it is not able or willing to accept your booking.

2.3 We shall be pleased to accept customers' wishes with a booking and shall forward them to the owner/administrator/ key-holder. However, such customers' wishes cannot be accepted as contractual terms and a corresponding obligation to service for AC shall only originate in the event of an express confirmation of the customers' wishes.

2.4 The holiday home rental contract shall originate with all the persons registered exclusively upon confirmation done by AC in writing, by telefax or in a text form (e-mail or Internet form), with the exception of short-term bookings according to Section 2.6.

2.5 For short-term bookings less than 8 working days before the arrival day, the booking confirmation can also be done by telephone or verbally.

2.6 If the registration confirmation from AC deviates from the registration, this shall be a new offer from AC, by which the latter shall be bound for 14 days after the date of the booking confirmation. The contract shall originate on the basis of this new offer if the client accepts it by express declaration, payment or starting the journey.

3 Down-payment, residual payment, arrears, prices

3.1 Upon conclusion of the contract (receipt of the booking confirmation), a down-payment is to be paid, which shall be offset against the total rental price. If not agreed to the contrary in the individual case, it shall amount to 25% of the total rental price.

3.2 If no other payment date has been agreed in the individual case, the residual payment shall be due **4 weeks** before arrival date. In short-term bookings within 4 weeks before arrival date, the entire rental price must be transferred without delay.

3.3 After complete payment, you shall receive the authorisation document proving to the owner, key-holder or agency that you are entitled to claim the services, further the data of the key-holder (as a rule, name, address and telephone number) as well as instructions on how to get there.

3.4 To the extent that AC is willing and in a position to render the contractually owed service and no contractual or statutory right of retention accrues on your part, there shall be no claim to the contractual services or take-over of the holiday home without complete payment of the rental price.

3.5 If down-payment and/or residual payment are not done punctually, AC can withdraw from the contract following a reminder setting a period for payment and charge the client the costs of withdrawal pursuant to Section 7.

3.6 In harmony with jurisdiction, unchanging costs, which must be paid by the guest in any case, have been included in the rental price. Apart from this, subsidiary costs for electricity, water, gas and heating and for pets and additional services shall be paid on site insofar as this has not been stated to the contrary in the Internet or on the booking confirmation.

3.7 The aforementioned prices for heating, (hot) water, electricity, gas and local taxes or charges shall be approximate. If energy costs rise further, the amount to be paid on site can be higher than stated on the price list. The prices have been calculated for the object in question. Reference is made to Section 5.1. In particular, reference is made to the fact that no precise information can be given on the health resort tax to be paid on site as a matter of principle at individual locations in the programme description, as the precise amounts are normally not yet known at the time of stop press. Depending on the location, costs between € 1,- and € 4,- per person/day (as a rule with reductions for children) are to be expected.

3.8 If your booking contains a number of seasons, the rental price shall be calculated pro rata corresponding to the price tables valid in each case in the Internet.

3.9 For special offers, e.g. 14=10 or 7=5, for percentage discounts on the rental, for action such as early booking rebates or other special offers, all and any variable subsidiary costs shall be paid for the complete duration of the stay. If the stay in special offers exceeds two travel periods, the lower weekly or daily price shall always be used as a basis for the discounts.

4 Services, side-agreements, circumstances typical for mountains

4.1 The services owed by AC shall result exclusively from the booking confirmation and the basis of the booking (Internet description, brochure) and all the information and explanations contained therein for the country, object and destination booked by the customer. In the event of deviations between various object and service descriptions, the concrete basis of the booking shall be exclusively decisive.

4.2 The object of the contractual services of AC shall only be provision of a chalet or other holiday objects in the condition and furnishing resulting from our description and according to all the information and explanations in the internet or the object description and all and any limiting or supplementary information and agreements on the contract form. Unless obligations to information, references or care in this regard exist on the part of AC, all circumstances not directly connected with the object and the contractual services, in particular the surroundings of the object and the local situation of the resort shall be excluded from and not covered by the obligation to perform of AC. This shall apply inter alia to operation and opening hours of local infrastructure amenities such as mountain railways, ski slopes, skiing schools, bus systems, restaurants and shops, swimming pools and for offers such as ski pass rebates, ski hire rebates, sports courses and similar. Operating hours and offers are often restricted in time or seasonally. Upon request, AC shall be pleased to obtain detailed information from the provider for you, but without being able to assume warranty claims for it.

4.3 In the surroundings of objects situated in the mountains, also on access paths/roads, dangers typical for the season such as packed snow, black ice and slippery surfaces are to be expected. However, snow clearance and gritting are not an integral part of the services owed by AC, but shall be a matter for the guest. For this, the local house administration shall provide the necessary equipment and means; if they are not available upon arrival or (in the case of consumables) run out, the guest shall request them from the administrator for the purpose of replacement. If the administrator cannot be reached or fails to provide a remedy within a suitable period, the corresponding request can also be made to AC. If the guest fails to take clearing and/or gritting measures, he shall be personally answerable for consequences thereof – also vis-à-vis third parties – to the extent that no breach of duties by AC or its local representative caused or helped to cause the corresponding damage incurred by the guest or third parties.

5 Regulations and duties in holiday homes and holiday flats, arrival and departure time

5.1 The contractual object may only be occupied by the number of people stated in the contract. In the event of over-occupancy, **AC** shall be entitled to demand a suitable additional remuneration for the period of over-occupancy or the excess persons shall leave the object without delay.

5.2 All clients are obliged to treat the object carefully and to report all damages and defects during the time of occupancy to **AC**, the owner or the local representative of **AC** as quickly as possible.

5.3 To avoid problems and difficulties with evidence, we urgently recommend reporting damage, problems and defects straight away, even if you do not feel disturbed by them or, in the case of damage, presuppose that it has not been caused by you or your fellow-clients.

5.4 In the event of any disturbances of service occurring, you also engage to do everything reasonably expected in order to contribute to remedying the disturbance and keeping possible damage as slight as possible.

5.5 If not stated to the contrary, the objects can be taken over between 4 p.m. and 6 p.m. on the date of arrival. A claim to hand-over of the key and take-over of the object in the event of delayed arrival shall not accrue. The guest shall notify delays in any case, in particular in the event of the owner or local representative being prepared to make a later hand-over in exceptional cases. Costs of overnight accommodation of the guest due to a delayed arrival shall be charged to Guest. The object shall be returned by 9 a.m. on the date of departure, if not stated to the contrary.

6 Security

6.1 If stated in the description or the booking confirmation, a security is to be paid to the owner/key-holder on site.

6.2 If not stated to the contrary, this security is to be paid cash in Euro or Swiss Francs. Credit cards are only accepted if expressly stated in the description and in the booking confirmation.

6.3 The security shall be reimbursed immediately after a proper return of the object. If immediate reimbursement upon departure is not possible in individual cases, the reimbursement to the guest shall be by mail, transfer or post office payment order immediately after the end of the occupancy.

6.4 The reimbursement shall not affect any claims to damages of the owner or **AC** as the case may be.

6.5 Guests' liability for damage caused culpably shall not be limited to the amount of the security.

6.6 The security shall secure owner's claims to payment of costs of consumption and other subsidiary costs not contained in the object price and all and any claims to damage of the owner or of **AC** as the case may be.

7 Withdrawal by Customer, re-bookings, replacement person

7.1 You can withdraw at any time before the arrival date. In your own interest and for reasons of evidence, the withdrawal (cancellation) should always be issued in text form. If you withdraw from the contract or do not start the journey, we can demand a suitable reimbursement for the arranged holiday home rental services and for our expenditure. Our lump-sum claim to damages (withdrawal fee), in which saved expenditure and the possible further use of the service have been taken into account, shall be:

- up to 61 days before the scheduled arrival date 20% of the rental price
- from the 60th to the 36th day before the scheduled arrival date 40% of the rental price,
- from the 35th to the 8th day before the scheduled arrival date 80% of the rental price,
- from the 7th day before the scheduled arrival date and no-show: 90% of the rental price

7.2 You shall be expressly free to prove to **AC** that it has suffered no costs or costs considerably lower than the aforementioned lump-sums. In such a case, you shall only be obliged to pay the lower costs.

7.3 **AC** reserves the right to charge the claim accruing to it concretely as a deviation from the aforementioned lump-sums. In such a case, **AC** shall be obliged to put a figure on and prove the costs incurred by it in detail to the client.

7.4 If amendments with regard to the scheduled arrival date or the holiday home (re-bookings) are made after conclusion of the contract at client's request, this is treated as a withdrawal (cancellation) with fees to be paid as mentioned in 7.1 and a new booking registered. On request, **AC** checks if an exception to the general rule of withdrawal and new booking may be possible in

the given case or not. There is no legal claim to any kind of special re-booking conditions.

8 Withdrawal and termination by AC

8.1 In all forms of offer, **AC** can terminate the contract after start of service if the client lastingly disturbs implementation of the contract notwithstanding a caution or behaves in breach of contract to such a degree that immediate cancellation of the contract is justified. If **AC** gives notice, it shall maintain a claim to the total rental price; **AC** must however offset the value of saved expenditure and the benefits which it achieves from other use of the rented accommodation, including the amounts possibly credited to it by the owners. In such cases, the owners and the local representatives (e.g. key-holders) of **AC** shall be authorised to assert the rights of **AC**.

8.2 The statutory right to termination in events of force majeure according to the statutory provisions shall remain unaffected for **AC** and Customer.

9 Limitation of liability

9.1 **AC**'s liability towards the client for reimbursement for damage which is not physical damage on account of contractual claims from the holiday home rental contract shall be limited to three times the rental price to the extent that the client's damage was not caused by malice aforethought or gross negligence or to the extent that **AC** alone is responsible for damage incurred by the client on account of culpability of a service renderer.

9.2 **AC** shall not be liable for disturbances in service in connection with ones which are neither expressly nor apparently services of **AC** and have merely been arranged as outside services (e.g. ski passes, catering, transfers etc..) and are expressly marked as outside services in the general or concrete description of the service.

10 Services not used

If the client fails to use the contractual services due to premature return from illness or other reasons for which **AC** is not answerable, the client shall have no claim to pro rata reimbursement. However, **AC** shall pay the client saved expenditure as soon and insofar as it has actually been reimbursed to **AC** by the individual service renderers.

11 Responsibilities of the client, termination by the client

11.1 The client is obliged to notify any defects occurring to the headquarters of **AC** as soon as possible and to request remedy. The client shall be informed of availability of **AC** no later than forwarding of the travel documents. Notwithstanding the obligation to send notifications of defects directly to **AC**, the client is recommended to contact the local administrator or key-holder, if such exists, in the event of defects.

11.2 Claims of the client shall only not be forfeited if the client fails to make the notification of defects through no fault of his own.

11.3 Administrator, key-holder, owner or other local representatives of **AC** shall not be authorised to acknowledge defects or claims.

11.4 If the trip is considerably impaired due to a defect, the client can terminate the contract. The same shall apply if the trip cannot be reasonably expected due to such a defect for good and sufficient reason recognisable for **AC**. Termination shall only be admissible when **AC** or its representative has allowed a certain, reasonable period set by the client to expire without providing a remedy. Setting a period shall not be necessary if remedy is impossible or is rejected by **AC** or its representatives or if immediate termination of the contract is justified by a particular interest of the client.

12 Alternative dispute mediation; choice of law and place of jurisdiction agreements

12.1 **AC** points out that **AC** does not participate in voluntary consumer dispute mediation in view of the law on consumer dispute mediation. Should consumer dispute mediation become obligatory for **AC** after the printing of these terms and conditions, **AC** shall inform the consumer in an appropriate manner.

12.2 For customers/clients who are not nationals of a Member State of the European Union or Swiss nationals, the exclusive validity of German law is hereby agreed for the entire legal and contractual relationship between the customer/client and **AC**. Such customers/clients may only pursue legal actions against **AC** at its registered domicile.

12.3 For claims on the part of **AC** against customers or contractual partners of the holiday home rental contract, who are traders, legal entities under public or private law or persons who are domiciled or ordinarily resident abroad, or whose domicile or habitual residence is not known at the time of the claim, the place of jurisdiction shall be **AC**.

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