

GENERAL TERMS AND CONDITIONS

HOTEL VIER Studios & Restaurant

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§ 1 Scope of Application

1.1 These General Terms and Conditions for the Hotel Industry (hereinafter "AGBH 2006") replace the previous ÖHVB as of September 23, 1981.

1.2 The AGBH 2006 does not exclude special agreements. The AGBH 2006 are supplementary to individually agreed-upon contracts.

§ 2 Definitions

2.1 Definitions:

"Host" is a natural or legal person who accommodates guests for a fee.

"Guest" is a natural person who uses accommodation. The guest is also the contractual partner.

"Contractual partner" is a natural or legal person from Austria or abroad who concludes an accommodation contract as a guest or for a guest. "Consumer" and "entrepreneur": The terms are to be understood in the sense of the Consumer Protection Act 1979. "Accommodation contract" is the contract concluded between the host and the contractual partner, the content of which is regulated in more detail below.

§ 3 Conclusion of Contract – Deposit - Security Deposit

3.1 The accommodation contract is concluded by the host's acceptance of the order of the contractual partner. Electronic statements are deemed to have been received when the party for which they are intended can access them under normal circumstances, and access occurs during the host's usual business hours.

3.2 The host is entitled to conclude the accommodation contract on the condition that the contractual partner makes a down payment. In this case, the host is obliged to draw the contractual partner's attention to the required down payment before accepting the contractual

partner's written or verbal order. If the contractual partner agrees to the down payment (in writing or verbally), the accommodation contract is concluded upon receipt of the contractual partner's declaration of consent to pay the down payment to the host.

3.3 The contractual partner is obliged to pay the down payment at the latest 15 days before the accommodation. The costs of the money transaction (e.g., transfer fees) are borne by the contractual partner. The terms and conditions of the card companies apply to credit and debit cards.

3.4 The down payment is a partial payment of the agreed fee.

3.5 The host is free to request a deposit of €500 per reserved studio as security at check-in or in advance, but not within the free cancellation period. This deposit can be made by bank transfer, in cash, or by credit card through preauthorization. During a proper stay (without damages or disturbances, as described in the house rules), it will be released or refunded in cash or transferred back to the guest at the reception during checkout.

§ 4 Start and End of Accommodation

4.1 The contractual partner has the right to occupy the rented rooms from 3:00 PM on the agreed day ("arrival day") if the host does not offer a different check-in time.

4.2 If a room is first used before 8:00 AM, the previous night is counted as the first night.

4.3 The rented rooms must be vacated by the contractual partner on the day of departure by 10:30 AM. The host is entitled to charge €50 for each additional half-hour. If the rooms are not vacated on time until 12:00 PM on the day of departure, an additional day will be charged if the rented rooms are not vacated promptly.

§ 5 Cancellation of Accommodation Contract – Cancellation Fee

Cancellation by the Host

5.1 If the accommodation contract provides for a down payment and the contractual partner has not paid the down payment on time, the host may cancel the accommodation contract without setting a deadline.

5.2 If the guest does not arrive by 6:00 PM on the agreed arrival day, there is no obligation to accommodate, unless a later arrival time has been agreed upon (in writing or by telephone).

5.3 If the contractual partner has paid a down payment (see 3.3), the rooms will be reserved until 12:00 PM on the day following the agreed arrival day.

5.4 The accommodation contract may be canceled by the host, for objective reasons, no later than 3 months before the contractual partner's agreed arrival date, unless otherwise agreed.

Termination by the Contracting Party – Cancellation Fee

5.5 Until at the latest 3 months before the agreed arrival date of the guest, the accommodation contract can be terminated by one party without payment of a cancellation fee.

5.6 Outside of the period defined in § 5.5, termination by one party is only possible with the payment of the following cancellation fees:

Cancellation is free of charge in writing up to 15 days before the arrival date.

Within 14 days before the arrival date, a cancellation fee of 50% of the package amount must be paid.

Within 7 days before the arrival date, a cancellation fee of 90% of the package amount must be paid.

On the agreed day of arrival or in case of non-arrival, a cancellation fee of 100% of the package amount must be paid.

Up to 15 days before the day of arrival: 2% processing fee for bank transfers, 5% processing fee for credit card payments (based on the deposit made).

Optionally, the entire deposit can be converted into a value voucher.

Travel disruptions

5.7 If the contracting party is unable to arrive at the accommodation establishment on the day of arrival due to unforeseeable exceptional circumstances (e.g., extreme snowfall, floods, etc.) that make all forms of arrival impossible, the contracting party is not obligated to pay the agreed-upon fee for the days of arrival.

5.8 The obligation to pay the fee for the booked stay is reinstated as soon as arrival becomes possible again within three days.

§ 6 Provision of Substitute Accommodation

6.1 The host may provide the contracting party or guests with suitable alternative accommodation (of the same quality) if it is reasonable for the contracting party, especially if the deviation is minor and justified on reasonable grounds.

6.2 Justification on reasonable grounds includes situations such as when the room (rooms) become(s) unusable, already accommodated guests extend their stay, overbooking occurs, or other significant operational measures necessitate this action.

6.3 Any additional expenses for the replacement accommodation are borne by the host.

§ 7 Rights of the Contracting Party

7.1 By entering into a lodging agreement, the contracting party acquires the right to the customary use of the rented rooms, the facilities of the lodging establishment that are typically accessible to guests without special conditions, and to the standard services.

The contracting party shall exercise their rights in accordance with any applicable hotel and/or guest policies (house rules).

§ 8 Obligations of the Contracting Party

8.1 The contracting party is obligated to pay the agreed-upon fee plus any additional charges incurred due to separate services used by the contracting party and/or accompanying guests, in addition to applicable value-added tax, at the latest upon departure.

8.2 The host is not obligated to accept foreign currencies. If the host accepts foreign currencies, they will be accepted at the prevailing exchange rate as far as possible. If the host accepts foreign currencies or non-cash payment methods, the contracting party shall bear all associated costs, such as inquiries with credit card companies, telegrams, etc.

8.3 The contracting party is liable to the host for any damage caused by them, the guest, or other individuals who receive services from the host with the knowledge or consent of the contracting party. The rented premises will be inspected for any damage upon the contracting

party's departure, and any damages to the rented premises and its furnishings, if applicable, will be invoiced to the contracting party, and this must be settled on-site before departure.

8.4 The contracting party acknowledges that the use of the host's services by individuals who are not listed on the booking and do not appear for check-in will be considered fraud and a violation of the provisions of the registration law, and may be reported. Prices are per person and not per studio/apartment.

8.5 The contracting party agrees to comply with the house rules. An explicit obligation for compensation in the amount of the actual damage incurred by the host is agreed upon, should the contracting party or their cohabitants:

- Cause other residents to leave prematurely due to noise disturbances
- Cause damages due to the violation of the smoking ban
- Incur fire department alarm costs due to improper behaviour

§ 9 Rights of the Accommodation Provider

9.1 If the contracting party refuses to pay the agreed-upon fee or is in arrears with it, the host has the statutory right of retention according to § 970c of the Austrian Civil Code (ABGB) as well as the statutory right of lien according to § 1101 ABGB on the items brought in by the contracting party or the guest. This right of retention or lien is also available to the host to secure their claims arising from the lodging agreement, especially for meals, other expenses incurred for the contracting party, and for any claims for damages of any kind.

9.2 If services are requested in the contracting party's room or at extraordinary times (after 8:00 PM and before 6:00 AM), the host is entitled to charge a special fee for such services. However, this special fee must be indicated on the room price list. The host may, for operational reasons, also decline to provide these services.

9.3 The host has the right to settle accounts or interim settlements for their services at any time.

§ 10 Obligations of the Accommodation Provider

10.1 The host is obligated to provide the agreed-upon services to a level corresponding to its standard.

10.2 Special services offered by the host that are subject to separate charges and not included in the accommodation fee include, but are not limited to:

a) Special lodging services that may be billed separately, such as the provision of lounges, sauna, indoor pool, swimming pool, solarium, parking garage, etc.

b) Reduced rates apply for the provision of additional or children's beds.

§ 11 Liability of the Accommodation Provider for Damages to Items Brought In

11.1 The host is liable according to §§ 970 ff of the Austrian Civil Code (ABGB) for the items brought in by the contracting party. The host's liability only applies when the items have been handed over to the host or authorized personnel of the host or have been taken to a location designated by them. If the host fails to provide proof, they are liable for their own fault or the fault of their personnel, as well as that of incoming and outgoing individuals. The host's liability, as per § 970(1) ABGB, is limited to the maximum amount specified in the

Federal Act of November 16, 1921, regarding the liability of innkeepers and other entrepreneurs in the respective applicable version. If the contracting party or guest does not promptly comply with the host's request to deposit their items in a designated storage location, the host is exempt from all liability. The maximum liability of the host is limited to the liability insurance sum of the respective host. The fault of the contracting party or guest is taken into account.

11.2 The host's liability is excluded for slight negligence. If the contracting party is a business entity, liability is also excluded for gross negligence. In this case, the contracting party bears the burden of proof for the existence of fault. Consequential or indirect damages, as well as lost profits, will not be compensated under any circumstances.

11.3 The host's liability for valuables, money, and securities is limited to €550 at present. The host is only liable for damages exceeding this amount if they have accepted these items for safekeeping with knowledge of their nature, or if the damage is caused by the host themselves or one of their personnel. The liability limitations as per 12.1 and 12.2 apply by analogy.

11.4 The host can refuse the safekeeping of valuables, money, and securities if they are significantly more valuable than items that guests of the respective lodging establishment typically deposit for safekeeping.

11.5 In any case of items accepted for safekeeping, liability is excluded if the contracting party and/or guest does not promptly report the incurred damage to the host upon becoming aware of it. Additionally, these claims must be pursued in court within three years from the time the contracting party or guest becomes aware or should have become aware; otherwise, the right is extinguished.

§ 12 Limitation of Liability

12.1 If the contracting party is a consumer, the host's liability for slight negligence, with the exception of personal injury, is excluded.

12.2 If the contracting party is a business entity, the host's liability for slight and gross negligence is excluded. In this case, the contracting party bears the burden of proving the existence of fault. Consequential damages, non-material damages, indirect damages, and lost profits will not be compensated. The damage to be compensated, in any case, is limited to the extent of the reliance interest.

§ 13 Animals

13.1 Animals may only be brought into the lodging establishment with the prior approval of the host and, if applicable, for a special fee.

13.2 The contracting party who brings an animal is obligated to properly care for or supervise the animal during their stay or to arrange for suitable third parties, at their own expense, to care for or supervise the animal.

13.3 The contracting party or guest bringing an animal must have appropriate pet liability insurance or private liability insurance that covers potential damages caused by animals. Proof of the relevant insurance must be provided upon the host's request.

13.4 The contracting party or their insurer are jointly and severally liable to the host for the damage caused by animals brought along. The damage includes, in particular, the compensation that the host has to provide to third parties.

13.5 Animals are not allowed in the lounges, social areas, restaurant rooms, and wellness areas.

§ 14 Extension of Accommodation

14.1 The contracting party has no entitlement to an extension of their stay. If the contracting party requests an extension of the lodging agreement in a timely manner, the host may agree to the extension, but the host is under no obligation to do so.

14.2 If, on the day of departure, the contracting party cannot leave the lodging establishment due to unforeseeable exceptional circumstances (e.g., extreme snowfall, floods, etc.) that have blocked or made all means of departure unusable, the lodging agreement will be automatically extended for the duration of the impossibility of departure. A reduction of the fee for this period is only possible if the contracting party cannot fully utilize the services offered by the lodging establishment due to the exceptional weather conditions. The host is entitled to request at least the fee that corresponds to the typically charged price in the off-season.

§ 15 Termination of Accommodation Contract – Early Termination

15.1 If the lodging agreement was entered into for a specific period, it ends upon the expiry of that period.

15.2 If the contracting party departs prematurely, the host is entitled to demand the full agreed-upon fee. The host will deduct what they save due to the non-use of their service offering or what they have received through alternative rental of the reserved rooms. Savings only occur if the lodging establishment is fully booked at the time of the contracting party's non-use of the reserved rooms, and the room can be rented to other guests due to the cancellation by the contracting party. The burden of proof regarding the savings lies with the contracting party.

15.3 The contract with the host ends upon the death of a guest.

15.4 If the lodging agreement was entered into for an indefinite period, the contracting parties can terminate the agreement by 10:00 AM on the third day before the intended end of the agreement.

15.5 The host is entitled to terminate the lodging agreement with immediate effect for significant reasons, especially when the contracting party or guest:

a) Makes significantly detrimental use of the rooms or, through their reckless, offensive, or otherwise grossly inappropriate behaviour, makes cohabitation unpleasant for other guests, the owner, their personnel, or third parties living in the lodging establishment or commits an offense punishable by law against their property, morality, or physical safety.

b) Contracts a contagious disease or a disease that extends beyond the lodging period or otherwise requires care.

c) Does not pay the presented invoices when due within a reasonable period (3 days).

15.6 If the fulfilment of the agreement becomes impossible due to an event deemed to be force majeure (e.g., natural disasters, strikes, lockouts, government orders, etc.), the host can terminate the lodging agreement at any time without observing a notice period, provided that the agreement is not already considered terminated by law or the host is exempt from their lodging obligations. Any claims for damages, etc., by the contracting party are excluded.

§ 16 Guest Illness or Death during Accommodation Contract

16.1 If a guest falls ill during their stay in the lodging establishment, the host will arrange for medical care at the guest's request. If there is imminent danger, the host will also arrange for

medical care without the specific request of the guest, especially when it is necessary, and the guest is unable to do so themselves.

16.2 As long as the guest is incapable of making decisions or the guest's relatives cannot be contacted, the host will, at the guest's expense, arrange for medical treatment. However, the extent of these care measures ends when the guest is capable of making decisions or when the relatives have been notified of the illness.

16.3 The host has claims for compensation from the contracting party and the guest, or in case of death, from their legal successors, for the following costs in particular:

a) Open doctor's fees, costs of medical transportation, medications, and medical aids.

b) Necessary room disinfection.

c) Laundry, bed linen, and bedding rendered unusable, otherwise for the disinfection or thorough cleaning of all these items.

d) Restoration of walls, furnishings, carpets, etc., insofar as they have been contaminated or damaged in connection with the illness or death.

e) Room rent, to the extent that the room was used by the guest, plus any days of room unavailability due to disinfection, evacuation, or similar reasons.

f) Any other damages incurred by the host.

§ 17 Place of Performance, Jurisdiction, and Choice of Law

17.1 The place of performance is the location where the lodging establishment is situated.

17.2 This contract is subject to Austrian formal and substantive law, excluding the rules of International Private Law (especially the IPRG and EVÜ) as well as the UN Sales Law.

17.3 In the case of a bilateral business transaction, the exclusive place of jurisdiction is the registered office of the host. The host is also entitled to assert its rights in any other local and substantively competent court.

17.4 If the lodging agreement is concluded with a consumer who has their residence or habitual abode in Austria, claims against the consumer can only be filed at the consumer's residence, habitual abode, or place of employment.

17.5 If the lodging agreement is concluded with a consumer who has their residence in a European Union member state (except Austria), Iceland, Norway, or Switzerland, the court having local and substantive jurisdiction at the consumer's place of residence is exclusively competent for claims against the consumer.

§ 18 Miscellaneous

18.1 Unless the above provisions specify otherwise, the running of a deadline commences with the delivery of the document that determines the deadline to the contracting parties who must observe the deadline. When calculating a deadline specified in days, the day on which the event or time after which the beginning of the deadline is to be determined falls is not included. Deadlines specified in weeks or months refer to the day of the week or month whose name or number corresponds to the day from which the deadline is to be counted. If that day is not present in that month, the last day of the month in question is decisive.

18.2 Declarations must have been received by the other contracting party on the last day of the deadline (at 24:00 hours).

18.3 The host is entitled to set off against the claims of the contracting party with their own claims. The contracting party is not entitled to set off their own claims against the claims of the host unless the host is insolvent or the contracting party's claim has been established by a court or acknowledged by the host.

18.4 In the case of regulatory gaps, the relevant statutory provisions apply.