

General terms and condition of the HMS GmbH

Each customer and all persons included in the reservation shall upon booking their travel arrangements acknowledge these Terms and Conditions as solely binding.

1. Conclusion of the Travel Contract

Your booking arrangements submitted by phone or in writing or over the Internet shall be a binding offer to conclude a Travel Contract inclusive of our terms of travel and payment which you thereby accept. The Travel Contract shall become binding for us once we have dispatched a written confirmation of your travel booking either to you or to your booking agency. As a rule, this shall take place within few days of our receipt of the booking unless it becomes necessary for us to check with our contractual partners. The booking agencies cooperate with us solely as intermediaries towards the conclusion of a Travel Contract; any promises or side agreements they make shall only become binding once we have confirmed them in writing. The booking agencies shall not be authorized or instructed to make any kind of promises deviating from the catalogue/website or from the Terms and Conditions or conclude any other agreements.

2. Booking

a) Down-payment and final payment

Upon receipt of the booking confirmation/invoice, a down-payment amounting to 20% of the total travel costs plus a booking fee of € 25.- shall become immediately due. The remaining balance shall be due concurrently in exchange for the transmission of the travel documents (voucher). The documents are dispatched approx. 4 weeks prior to the commencement of your trip. Make all payments to the agency where you booked your travel arrangements. The voucher contains all the vital information. Upon your arrival you hand it over to the owner of the chalet or person in charge of the keys.

Please pay all payments over bank wire to the bank account from the booking confirmation/invoice. We accept also credit cards or paypal. Please use the link on your invoice for paying with credit cards.

b) Booking changes

Any changes to your booking arrangements 90 days or longer prior to your departure shall be subject to an amendment fee of € 25.-. In the event of alterations any later, the travel terms specified under Section 4 shall come into effect.

c) Extra costs

The extra costs/extra charges are not included in the travel costs (e.g. final cleaning, heating, electricity or gas flat rate). Apart from this, the extra costs specified in the catalogue/website huetten.com are to be understood as circa prices. They shall not be binding on our part and have to be settled at the holiday location. The local tourist tax is generally to be paid at the holiday location unless it is included in the travel price and specified accordingly as a paid-for service in the description of the object. In the case of special offers, any extra costs are to be paid fully; these are exempted from the percentage reductions. Extra costs are specified in detail in the travel documents.

d) Deposit

When you check-in at the rented object or when you are handed over the key, the local administration may collect a deposit intended to cover the extra costs, etc. even if this is not mentioned in the brochure. After the rented object is returned in its proper condition, this amount will be returned to you less any extra costs. In individual cases it may happen that the deposit is refunded only after the customer's departure by means of a bank transfer. The returned deposit shall have no effect on claims for damages on the part of the landlord. Deposit and deposit processing shall not be governed by the Travel Contract with HMS GmbH as Tour Operator.

e) Short-break surcharge

If a holiday is booked lasting less than 6 days, a short-break surcharge shall be charged amounting up to 33% of the travel costs.

f) Internet book

Any bookings submitted via the Internet Website of HMS GmbH are also subject to the Terms and Conditions of Travel of HMS GmbH. Upon booking over the Internet, the customer confirms that he/she has read and accepted these Terms and Conditions of Travel.

g) Customer requests

Are gladly seen to upon your booking and forwarded to the landlords/caretakers/persons in charge of keys. However please note that we are unable to assume any guarantee for whether these requests are fulfilled. Special requests as well as bookings on certain conditions or verbal collateral agreements shall only be valid if HMS has confirmed them in writing.

3. Services

a)

We select and monitor the providers of services with great care and shall be responsible for preparing the holiday arrangements and processing your reservation conscientiously and rendering the contractually agreed services professionally. Depending on the country or other typical local standards, however, particularities may occur. We are unable to accept a guarantee for specifications given in brochures of hotels, rented objects, holiday resorts or lift companies even if they were issued by one of our representatives and/or they were enclosed with our travel documents unless we were aware of or must have been aware of their being inaccurate; the same shall apply for ski-pass reductions (external services of lift companies). Local conditions that do not concern the holiday chalet or apartment are not among our services and thus shall not fall under our scope of responsibility. This shall apply particularly to details concerning distances or times relating to restaurants, shopping facilities, sports facilities, skipass prices, sports equipment rentals, etc.

b) Occupation of the rented object

The accommodation units may only be occupied by the number of persons either given in the catalogue/huetten.com or specified in the travel confirmation; any persons exceeding this number we may order to leave. Should we confirm in writing the occupation with additional persons exceeding what is mentioned in the catalogue description/on huetten.com, it is generally to be expected that no additional sleeping facilities or corresponding furniture/equipment is available. The use of the rented object by persons other than the ones specified in the booking confirmation shall require our prior written confirmation.

c) Images in the brochure/on huetten.com

Represent examples only of the interior furnishing or the type of holiday apartment, which may vary, depending on the individual taste of the owners; on principle they are of the same value as the furnishing represented as an example.

d) Layouts

The layouts displayed on the Internet are approximate drawings with regard to size, position of rooms and number of rooms, etc. Accordingly, these drawings do not represent quality descriptions.

e) Pets

Pets are allowed only in the chalets designated as such. More pets are only with a written confirmation and extra fee allowed. The fee, you will find in the overall view of the extra costs.

f)

As a rule, you may check in at the rented object after 3:00 p.m. on your day of arrival (If any local transport services such as lift facilities have to be used to access the object, you must go by their operating hours). The rented objects are to be cleared between 8:00 a.m. and 10:00 a.m. If your arrival is delayed, please contact your holiday resort administration without delay. Should you miss the agreed arrival time, a proper reception cannot be guaranteed.

g)

As a tenant you are entitled to use the entire rented object including furniture and commodities. You undertake to treat the rented object, its fittings and equipment as well as any common facilities with the greatest possible care. You undertake to replace any damage incurred through the fault of yourself, other occupants or your guests during your rental period.

h) Defects

Including those originating during your rental period, have to be reported without delay either to the local administration or to us. When checking in and out of the rented object, any defects or damages must be reported immediately to the administration and confirmed to you in writing.

i) Basic cleaning

Includes rinsing and tidying away the cutlery and crockery etc., the removal of any waste and the sweeping up of all the rooms so that the rented object can be returned in a swept-clean condition (This has to be done even if final cleaning is included in the travel services or if it has to be paid for separately). Final cleaning additionally includes, among other things, the thorough cleaning of kitchen/kitchenette, bathroom/shower and WC. In some rented objects you may be offered the alternative to either clean the chalet yourself or else have it cleaned by the landlord/person in charge of key for which you are charged a fee. Refer to each object description for further information.

j)

All details provided in the catalogue and/or on the Website are quality descriptions and shall not be understood as guarantees unless they are expressly stated as guarantees.

4. Cancellation by the customer, rebooking, substitute person

a) Cancellation

In addition to the booking fee, cancellations shall be subject to a cancellation fee amounting to 10% of the travel costs, the minimum charge being € 25.-, except for when there is evidence that the processing fee is less. In the case of cancellations made 90 days to 55 days prior to the rental period, additionally half of the travel costs are charged. In the event of a later cancellation, the entire holiday price must be paid. If a substitute person is found for the agreed period at the same rent terms, only a rebooking fee of 10% of the rental price is charged unless you are able to produce evidence of a lower damage; the minimum fee, however, is € 50.-. If a substitute person is found at different terms of rent causing us to take in less money from the new renter than with the original renter, you will be charged the difference between the old and the new rental price plus the rebooking fee as specified in the aforementioned provision. However, you are free to furnish evidence of lower expenses or a lower damage incurred on our part. HMS must always be notified of cancellations in writing.

b) Substitute person

Up until the commencement of your trip you may arrange that a third party (substitute person) takes your place in your travel arrangements. In such a case € 50.- will be charged for rebooking and amendment. The substitute person enters into the rights and duties of the Travel Contract, however you together with the substitute person shall be jointly and severally liable to us for the travel price and rebooking fee. Any notifications of cancellation, rebooking or alteration requests shall not come into effect until we have received them in writing.

c) Cancellation contract

Directly upon booking, the customer shall have the option of concluding a cancellation contract, provided Hütten Miet Service (HMS) GmbH is in receipt of the booking 42 days or longer prior to departure. Such a cancellation contract can only be concluded directly upon booking and no later. If such a contract is properly concluded, the general terms of

cancellation in the General Terms and Conditions (Section 4a) shall be replaced by the following terms of the cancellation contract:

1. If HMS receives the written cancellation earlier than 90 days before the date of arrival, the amount already paid shall be refunded less the costs for the cancellation contract and the booking fee.
2. If HMS receives the written cancellation between the 89 days to 43 days before the date of arrival, the guest has to pay 25% of the travel price, the costs for the cancellation contract and the booking fee.
3. If HMS receives the cancellation within the last 6 weeks prior to the date of arrival, the customer shall receive the travel price either proportionately refunded and/or not charged at all less 20% retention for the travel participant whose cancellation is justified on the following conditions.

Justified reasons for cancellation shall be:

- serious illness - a accident resulting in serious harm to health and making it impossible to go on the trip
- death in the family (spouse or child)
- nomination for jury duty

This applies to all travelers included on the list of participants.

Serious illness, accident resulting in serious illness, accident resulting in serious harm to health or death of a close relative such as father, mother, spouse, sister, brother or child. Applies to all travelers included on the list of participants. The cancellation reasons specified above must be forwarded to HMS GmbH within 6 weeks prior to commencement of journey. Evidence of the cancellation reasons such as medical certificates or other documents must be supplied without delay – 1 day before the arrival date, the latest – to HMS GmbH. Should the participant list of the cancellation contract not be received on the due time by us, so the cancellation contract has not been come off and the terms and conditions will be replaced by the general business conditions. In that case we would like to ask you to pay the final payment less the charge of the cancellation contract. With your signature respectively deposit you accept the terms and conditions of the cancellation contract.

5. Alterations to services and prices

To tell which services are contractually agreed, please refer to the service specifications given in the brochure and the details in the travel confirmation referring to said specifications. The details provided in the brochure shall be binding for the Tour Operator. The Tour Operator shall, however, expressly reserve the right to explain any changes relating to details given in the brochure due to factually justified, substantial and unforeseeable reasons prior to the conclusion of the contract. The traveller shall naturally be notified of any such changes prior to his/her departure.

Any deviations or modifications to individual travel services included in the contractually agreed Travel Contract that become necessary following the conclusion of the contract and were not caused by us in breach of good faith are allowed, provided these deviations are not substantial and do not adversely affect the overall nature of the booked holiday arrangements. Should the booked object be unable to be made available due to

unforeseeable circumstances, we shall be entitled to withdraw from the contract. Should the travel services change significantly, you shall be entitled to withdraw from the contract within 14 days of your receipt of the changed travel confirmation/invoice. The same shall apply if the catalogue valid at the date of departure indicates a price increase of more than 5% or if the object is no longer available on the date of departure for reasons that lie beyond our scope of responsibility or if it is only available to such a limited extent that it impairs substantially the overall nature of the booked travel arrangements. Any information concerning the booked chalet shall be set down on the date of the publication of the new catalogue and/or upon the update of www.huetten.com in July of the relevant year. Alternatively, as with a cancellation on our part in pursuance of the aforementioned stipulation, you shall be entitled to demand of us the provision of a substitute object that is equivalent of the original offer, provided we are in the position to offer you such a substitute object from our available travel products, and there are no additional charges. However you have to exercise your right thereof immediately after we have made our declaration.

6. Guarantee

Please bring any complaints or notices of defects to the attention of HMS GmbH, Villacher Ring 19, 9020 Klagenfurt, telephone 0463/55 080, fax 0463/55 0 80-19 without delay upon your arrival or, under certain circumstances, after you have been handed over the key. Telephone number for German customers (hotline): 0800 33 55 0 55. Otherwise any perceived failures cannot be immediately eliminated. We shall be entitled to produce relief by offering an equivalent or higher-valued substitute service unless the outlay required is disproportionate.

7. Defects

You shall be entitled to either demand a reduction of the travel costs matching the reduced performance or cancel the contract without your other rights being affected if services are not rendered as contractually agreed, notwithstanding your demand for redress.

8. Your duty to assist

Should any defaults in performance occur, you shall have the duty to do everything reasonable to contribute to the fault being remedied and to keep any ensuing damage to the minimum, and, indeed, to avoid damage. This particularly shall lead to the duty of making your complaints known without delay. If you fail to meet this duty through your own fault, you shall have no rights in this respect. Passive negligence shall not be the case e.g. if reporting the defect or demanding redress is unreasonable, if there is a case of impossibility of performance or if you fail to report the defect or demand redress through no fault of your own. The service providers (owners, persons in charge of the key, agencies, etc.) have neither the function of travel management nor are they representatives of HMS GmbH, nor are they authorized to acknowledge claims or make or accept legally binding declarations.

9. Liability

The contractual liability for damages which do not constitute personal injury shall be limited to the threefold of the travel costs, provided that the damages to the customer were not incurred by us through wilful intent or through gross negligence or provided that the damage was caused by one

of the organs authorised to represent us who breached a contractual obligation through his/her own fault. This limitation of liability shall also apply to the extent that we as a Tour Operator are liable for the damages incurred to you but solely because of the culpability of a service provider. In the event of defaults in performance the reasons of which are beyond our control, in particular, in the event of war, strike or lock-out, civil disturbances, epidemics, sovereign intervention, natural disasters, etc. as well as interference with the supply in the area of public supply and disposal facilities (e.g. water, electricity or other power) no liability can be assumed, specifically when these disturbances are caused by force majeure or the local climatic conditions. In the aforementioned cases, you may, however, demand that the travel services be adjusted to the changed situation, provided this is possible and reasonable on our part. We recommend you take out a travel, burglary, health and accident insurance and are happy to be of assistance in the procedure. We shall assume no liability for defective performance relating to services that were only arranged by us as external or additional services and are expressly designated as such in the catalogue/website.

10. Passport, visa and health regulations

To enter the offered countries France, Italy, Austria, Germany and Switzerland Austrian citizens shall require a valid passport or identification card.

There are no visa or health regulations. Non-Austrian citizens are required to refer to the appropriate consulate for information. You are responsible for observing all the important rules and regulations relating to the implementation of the holiday. Any disadvantages, specifically the payment of the cancellation costs arising from the non-observance of such regulations shall be borne by you unless these were caused by false or incomplete information through the fault of HMS.

11. Unenforceability of individual provisions

The unenforceability of individual provisions of this Travel Contract shall not lead to the unenforceability of the entire Travel Contract. The same shall apply to the travel provisions mentioned hereunder.

a)

A change of the burden of proof to your disadvantage is not connected with the aforementioned provisions Section 1 to 10.

12. General

All information is given to the best of our knowledge but without guarantee. Subject to printing errors and mistakes. Austrian law shall apply, also for foreign travel participants.

13. Snow guarantee

If your chalet is especially marked with the designation "snow guarantee", bookings may be cancelled for a processing fee of € 25.- without you having to pay a cancellation fee if due to lack of snow fewer than 50% of all lift facilities are operating in the nearest skiing area (in accordance with the chalet specifications) three days prior to your departure and later. Any

other reasons for their non-operation such as weather, avalanche situation, engineering, etc. shall not apply. You will receive further information on the geographical designation for snow guarantee in your travel documents. The snow guarantee can only be taken advantage of during travel periods between April 09th 2022 and April 23th 2022 and between April 01th 2023 and April 15th 2023.

14. Tour Operator

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