

Business Terms and Conditions

I. Basic Provisions

These General Business Terms and Conditions (hereinafter "GBTC") define relations between the parties of the Contract of Purchase/Service Provision Contract, namely KAVERO Real, s.r.o, ID 28934831, Tax ID CZ28934831, having its principal office at U Prefy 794/18, 182 00 Praha 8, registered in the Register of Companies maintained by the Municipal Court in Prague under File No. 154146 C, the operator of Skyberg Chalets accommodation facilities and the seller (hereinafter "Skyberg" or "**the Seller**"), on the one hand, and the buyer (hereinafter "**the Buyer**"), on the other hand. Additional information about the Skyberg Chalets accommodation facilities can be found at www.skybergchalets.com.

The Buyer is a customer or a businessman/business entity. If the Buyer gives his Identification Number in the order or when booking the accommodation, he takes into account that rules applying businessmen/business entities shall apply to him. On the other hand, if the Buyer gives no Identification Number, it shall be deemed that he/she is a private customer. By submitting the order or booking the accommodation, the Buyer confirms that he has acquainted himself with the present GBTC an integral part of which are statements to be explicitly accepted and agreed with prior to the conclusion of the contract and stipulated in Article II, Complaint Rules, in the wording valid and effective at the moment the order or booking is confirmed.

The Buyer will receive an invoice containing basic particulars of the contract and a receipt issued according to Act on Electronic Registration of Sales and a tax document either at the accommodation facility or as an attachment to an e-mail sent to the e-mail address given in the order, when booking the accommodation, or when purchasing services. The Buyer agrees with the above arrangement.

II. Contract

1. Conclusion of the Contract

Prior to a binding confirmation of the order, the Buyer shall be entitled to change the required contract performance and the manner of payment, i.e. to check all information he has specified in the order. The Contract is established at the moment the Buyer sends his order/booking request (with a specified manner of payment) and Skyberg accepts it. Unless stipulated otherwise in GBTC, the Contract established in the manner outlined above (including the price stipulated therein) can be changed or amended only by an agreement of the parties or on the basis of legal reasons.

The Buyer will file the Contract for a period of at least five years since its conclusion, but in any case no longer than required by applicable laws and regulations, to ensure its successful and proper performance. The Contract shall not be available to third parties. Information about technical steps leading to the conclusion of the Contract is provided in these General Business Terms and Conditions, where the entire process is described in a clear and comprehensible manner.

2. Delivery of the Subject Matter of the Purchase

By entering into the Contract of Purchase, Skyberg undertakes to provide services constituting the subject matter of the purchase to the Buyer, and the Buyer undertakes to make use of such services and pay their purchase price to the Seller.

3. Transfer of the Risk of Damage

A service is deemed defective if not possessing agreed and clearly defined properties. The Buyer is obliged to immediately report any defect of a service as soon as it has been identified. The risk of damage shall be transferred to the Buyer as of the beginning of the use of services. Any damage sustained after the transfer of risk of damage to the Buyer shall have no effect whatsoever on the latter's obligation to pay the purchase price, unless the damage has been caused by a dereliction of Skyberg's obligations or duties.

4. Skyberg's Responsibilities

Skyberg shall be responsible for non-defective services to the Buyer. In particular, Skyberg shall be responsible to the Buyer that the services shall, at the time the Buyer starts using them:

- a) have properties which the parties have agreed upon, or, in the absence of such an agreement, have properties described by Skyberg or reasonably expected by the Buyer due to the nature of the service(s) in question and/or on the basis of Skyberg's advertising and promotion;
- b) be consistent with the offered extent and standard(s); if a service or a part thereof has not been specified, it shall be consistent with standards common at the place where the service or a part thereof is provided;
- c) be provided in a proper quantity/volume, extent and scope; and
- d) be in compliance with requirements of applicable laws and regulations.

The Buyer shall not be entitled to any remedies arising from faulty performance of the Contract if he has known the service in question is defective before he starts using it, or if he has caused the defect himself.

5. Substantial Breach of the Contract

If defective performance of the Contract constitutes a substantial breach of the Contract, the Buyer shall be entitled to claim:

- a) a remedy of the defective service,
- b) a remedy of the defective service by a repair;
- c) a service substitution in the same extent;
- d) a reasonable discount off the purchase price; or
- e) a termination of the Contract

6. General Provision Applying to Breaches of the Contract

If the Buyer fails to report defect without any unnecessary delay, although he could have identified it had he performed a timely inspection with due care, he shall not be entitled to exercise his rights arising from faulty performance of the Contract.

7. Guarantee of Quality

The Buyer shall not have any rights arising from the guarantee if the service being provided has been rendered defective by an external event or circumstance.

8. Special Rules Applying to Purchases of Vouchers

A voucher is a confirmation of a title to make use of services provided by the Seller. In itself, it does not substitute any means of payment or any tender, and consequently cannot be exchanged for money or sold on.

The use of services prepaid by the voucher is conditional upon booking such services at Skyberg and Skyberg's subsequent confirmation of the booking. The booking depends on the availability of accommodation and must be done in advance and in the manner described in Article VIII of GBTC. A copy of the booking confirmation will be required upon check-in.

The voucher cannot be exchanged for cash or any other valuable and cannot be replaced if it has been lost, stolen or destroyed, or if it has expired. Once bought, the voucher cannot be returned. The voucher shall be deemed invalid if it has been modified, copied or reproduced. Once it has expired, it shall not be extended, cannot be used anymore, and its use cannot be claimed in any way.

III. Withdrawal from the Contract

1. Withdrawal from the Contract by the customer

The customer shall be entitled to withdraw from the Contract at any time before he starts making use of the services, i.e. before using the voucher.

If the customer withdraws from the Contract for any reason other than one of those stipulated in Paragraphs 5 and 6 of Article II above, the process shall be governed by Skyberg's cancellation policy in effect at the time of the conclusion of the Contract.

If a customer who has withdrawn from the Contract is entitled to a refund of the price he has paid, Skyberg shall proceed as follows:

- a) if possible, refund the price in the same way and form as paid to Skyberg;
- b) refund the price in another way which both parties have agreed upon and confirmed;
- c) retain the price as a credit for any future use of services; in such cases, an agreement between the parties shall be required and the credit will have to be spent in the same year.

If a credit note is to be paid out in cash, Skyberg may require an ID document or passport in order to prevent damage and/or laundering of proceeds of criminal activities. If none of the documents mentioned above is produced, the Hotel may refuse to refund the money.

2. Withdrawal from the Contract by Skyberg in the Event of an Incorrect Price of the Service

In addition to instances stipulated by law, the Hotel shall be entitled to withdraw from the Contract if the price of the service is obviously incorrect.

A withdrawal according to provisions of this paragraph is possible within 7 (seven) days from the day following the date of the conclusion of the Contract between the Buyer and the Seller, subject to the use of the service in question starting later than 7 (seven) days from the date of the order, by the Seller cancelling the Buyer's order or notifying the Buyer of his intention to withdraw from the Contract in another way.

If the Buyer has paid at least a part of the purchase prices of the service(s), it will be remitted back to his account not later than 14 (fourteen) days from the day following the date of the withdrawal from the Contract by the Seller.

IV. Safety and Protection of Information

Insofar as the protection and processing of personal data by Skyberg is concerned, applicable personal data protection requirements shall be applied.

V. Office Hours

Orders and bookings via Skyberg's e-shop: 24 hours/day, 7 days/week.

In the event of an information system failure or a force majeure circumstance, Skyberg shall not be held responsible for not complying with the office hours stipulated above.

VI. Prices

All prices are contractual. The www.skybergchalets.com website contains, at all times, current and valid prices in EUR, except in cases when an incorrect price is quoted – see provisions below. The prices are final, i.e. inclusive of VAT. If the Buyer and the Seller enter into an agreement containing prices different from those shown in the public price list on the www.skybergchalets.com website, the former shall prevail.

The Seller may ask the Buyer to provide a deposit/caution money to cover potential damage caused during the Buyer's stay. If the accommodation facility has been damaged, the deposit/caution money is charged as a minimum damage compensation. When the stay is over and the accommodation facility has been handed over without any damage, the deposit/caution money will be returned. If the Buyer's stay is terminated prematurely or if there is any other serious breach of the Business Terms and Conditions on the part of the Buyer, the price of the accommodation, including the deposit/caution money, will not be returned. If the final price does not include local tourist taxes, these shall be deducted from the deposit/caution money.

Skyberg reserves the right to declare the Contract of Purchase invalid, if it has been concluded on the basis of misused personal data or misused payment card, or because of an intervention of an administrative or court authority. The Buyer shall be notified of such steps.

Furthermore, Skyberg reserves the right to declare the Contract of Purchase invalid in the event a discount or similar voucher has been used in contravention of its terms and conditions, including, but not limited to the following cases:

- a) the voucher/discount voucher has been used for services other than it was issued for;
- b) Skyberg finds out the voucher/discount voucher has already been used.

The Buyer hereby acknowledges he is aware that the cases mentioned above render the Contract of Purchase invalid and that the Seller is entitled to claim any unjust enrichment arising from them.

VII. Ordering and Booking

The price and scope of the services/goods will be specified in the order and in the message confirming the acceptance of the order of the services/goods. An order can be placed using any of the following options:

- a) the booking system on the www.skybergchalets.com website
- b) by an e-mail message sent to info@skybergchalets.com
- c) by phone

VIII. Payment Terms and Conditions

Skyberg accepts the following payment terms and conditions:

- a) Services provided by the Seller must be paid for in full before the Buyer starts using them, unless stipulated otherwise in the Contract.
- b) The Seller reserves the right to offer the Buyer only payment options selected at his own discretion.

- c) According to Act on Electronic Registration of Sales, the Seller is obliged to issue a receipt to the Buyer and also to make an online registration of the sale at the tax authority; if the online service is temporarily unavailable, the Seller is obliged to do so within 48 hours.

Payment refund

The Buyer is responsible for correct information needed to refund the price in the event the Buyer is entitled to claim it and chooses the option specified in Article III, Paragraph 1, Subparagraph b), of GBTC.

IX. Delivery Terms and Conditions

1. Other Terms and Conditions

If services to be provided under the Contract have been paid for in advance, Skyberg may require an ID document or passport in order to prevent damage and/or laundering of proceeds of criminal activities. If none of the documents mentioned above is produced, Skyberg may refuse to provide the services.

X. Specification of Services

1. Check-In/Check-Out Times

Insofar as accommodation services to be provided under the Contract are concerned, the check-in time on the day of arrival starts at 2PM; the check-out time on the day of departure ends at 10AM. Both the check-in time and the check-out time can be modified according to the Buyer's requirements and depending on Skyberg's possibilities. Such changes may be subject to a fee according to the current price list.

2. Pets

Pets are allowed at Skyberg, but the Buyer may restrict their freedom of movement on Skyberg's premises. It is assumed that the pets are common animals, such as cats, dogs etc. The arrival of a pet animal must be reported in advance and the animal in question must comply with health, safety and social requirements applying to hotel accommodation. The service is subject to a fee.

XI. Warranty Terms and Conditions

Warranty terms and conditions applying to services to be provided under the Contract shall be governed by applicable laws and regulations of Austria.

XII. Final Provisions

Any relations and potential disputes arising from the Contract shall be governed by laws of Austria and decided by Austrian courts of jurisdiction, respectively. In accordance with Article 6 of the United Nations Convention on Contracts for the International Sale of Goods (CISG), the Convention shall not be applied. Potential disputes between the Seller and the Buyer can also be resolved out of court. In such cases, the Buyer (customer) may contact alternative dispute resolution entities.

These General Business Terms and Conditions are valid and effective as of January 1, 2021, and also available in the electronic format at www.skybergchalets.com.

XIII. Contact Information

Skyberg Chalets

Mandlwandstraße 489, 5505 Mühlbach am Hochkönig, Austria

E: info@skybergchalets.com

T: +420 776 120 061

Euro bank account at Komerční Banka a.s., member of the Societe Generale Group:

IBAN: CZ92 0100 0001 2360 3564 0267,

SWIFT: KOMBCZPPXXX

Cancellation Terms and Conditions

1. Basic Provisions

A withdrawal from the Contract by the Buyer shall be governed by applicable and valid laws of Austria and is either free of charge, or subject to a fee. Detailed information about the latter option is attached to every item on the price list of Skyberg accommodation and is an integral part of every Contract.

2. Cancellation Fees Applying to Accommodation Services

Day 14 to Day 7 prior to the arrival date: 50% of the total accommodation price

Day 6 to Day 0 prior to the arrival date: 100% of the total accommodation price

3. Cancellation Fee Applying to Hotel Service Vouchers

Cancellation fee applying to vouchers not made use of during their validity period: 100% of the price