

GENERAL TERMS AND CONDITIONS (GTC)

1. GENERAL PROVISIONS

These General Terms and Conditions (GTC) govern the legal relationship between the guest/customer (hereinafter referred to as "Guest") and Samnaunerhof AG as operator of the Vital Hotel Samnaunerhof (hereinafter referred to as "Hotel"). For simplicity, these GTC refer to a "contract" regardless of the type of service involved. Exclusively the Hotel's terms and conditions valid at the time of conclusion of the contract shall apply. The Guest's general terms and conditions shall only apply if expressly agreed in writing prior to signing the contract.

Should individual provisions of these GTC be invalid or void, the validity of the contract and the remaining provisions shall remain unaffected. In all other respects, statutory provisions shall apply.

2. PLACE OF JURISDICTION / APPLICABLE LAW

For any disputes arising from this contract, the place of jurisdiction shall be Samnaun, Graubünden, unless another mandatory statutory place of jurisdiction applies.

Swiss law shall apply exclusively to all contractual, reservation, additional agreements and general conditions. The place of performance and payment is the registered office of the Hotel.

3. DEFINITIONS

Written confirmations also include fax and email messages.

The contractual partners are the Guest and the Hotel.

4. SCOPE

These terms and conditions apply to contracts for the rental of hotel rooms for accommodation purposes, as well as all additional services and deliveries provided by the Hotel to the customer. The subletting or re-letting of the provided rooms or their use for purposes other than accommodation requires the prior written consent of the Hotel. The customer's terms and conditions shall only apply if expressly agreed in advance.

5. CONCLUSION OF CONTRACT, PARTIES, LIABILITY, LIMITATION PERIOD

The contract is concluded upon acceptance of the customer's application by the Hotel.

The Hotel is free to confirm the room booking in writing. The contractual partners are the Hotel and the customer. If a third party has made the booking on behalf of the customer, that third party shall be jointly and severally liable together with the customer for all obligations arising from the hotel accommodation contract, provided the Hotel has received a corresponding declaration from the third party. The Hotel is liable for its obligations under the contract. In areas not typical of performance, liability is limited to intent and gross negligence on the part of the Hotel. The limitation period for all claims by the customer is six months. These limitations of liability for pre-contractual obligations and positive breach of contract, as well as the shortened limitation period, shall also apply in favor of the Hotel.

6. SERVICES, PRICES, PAYMENT, SET-OFF

The Hotel is obliged to keep the booked rooms available and to provide the agreed services. The customer is obliged to pay the applicable or agreed prices for the room rental and for additional services used. This also applies to services and expenses incurred by the Hotel to third parties at the customer's request. The agreed prices include the applicable statutory value-added tax. Prices may be changed by the Hotel if the customer subsequently requests changes in the number of booked rooms, the Hotel's services, or the duration of stay, and the Hotel agrees. Invoices issued by the Hotel without a due date are payable within 30 days of receipt without deduction. The Hotel is entitled to declare accrued claims due at any time and to demand immediate payment. In case of default, the Hotel is entitled to charge default interest. Pets are welcome in the Hotel. A fee per pet per night will be charged as indicated in the reservation confirmation. Food costs are not included in this fee. Pets are only allowed upon prior notification. In case of excessive cleaning requirements, the Hotel reserves the right to charge the resulting costs to the contractual partner according to actual effort. The Hotel is entitled, at the time of contract conclusion or thereafter, to request a reasonable advance payment or security deposit in accordance with legal provisions for package travel. The amount and due dates may be agreed in writing in the contract. The customer may only offset or reduce claims of the Hotel with undisputed or legally binding claims.

7. WITHDRAWAL BY THE CUSTOMER (CANCELLATION)

Withdrawal by the customer from the contract requires the written consent of the Hotel. If such consent is not given, the agreed price must be paid even if the customer does not use contractual services. This does not apply in cases of default by the Hotel or impossibility of performance for which the Hotel is responsible. If a withdrawal deadline has been agreed in writing, the customer may withdraw from the contract up to that date without triggering payment or compensation claims. The right of withdrawal expires if not exercised in writing by the agreed date. For rooms not used by the customer, the Hotel shall credit income from alternative rentals and saved expenses. If the Guest withdraws from the contract or changes or cancels booked services, the Hotel may charge the cancellation fees specified in the written reservation confirmation.

8. EARLY DEPARTURE

If the Guest departs early, the Hotel is entitled to charge 100% of the booked services. The Hotel will endeavor to reassign unused services. If the Hotel is able to provide the unused services to third parties during the agreed period, the invoice amount shall be reduced by the amount paid by those third parties.

9. WITHDRAWAL BY THE HOTEL

If a withdrawal right has been agreed for the customer within a certain period, the Hotel is entitled during that period to withdraw from the contract if other customers request the booked rooms and the customer does not waive their right of withdrawal upon inquiry. If an agreed advance payment is not made even after a reasonable grace period set by the Hotel, the Hotel is entitled to withdraw from the contract. The Hotel may also withdraw for objectively justified reasons, for example if force majeure or other circumstances beyond the Hotel's control make contract fulfillment impossible; rooms are booked under misleading or false statements regarding essential facts (e.g., person of the customer or purpose of stay); or if the Hotel has justified reason to believe that use of its services may jeopardize smooth business

operations, security, or reputation. The customer shall be informed immediately of the exercise of the right of withdrawal. In the event of justified withdrawal by the Hotel, the customer shall not be entitled to compensation.

10. ROOM PROVISION, HANDOVER AND RETURN

Unless otherwise agreed in writing, rooms within the confirmed category are allocated subject to availability. Booked rooms are available from 2:00 p.m. on the agreed arrival date. The customer has no right to earlier availability. On the agreed departure date, rooms must be vacated by 11:00 a.m. Thereafter, the Hotel may charge 50% of the full room rate (list price) for use until 6:00 p.m., and 100% thereafter. The customer is free to prove that no or significantly lower damage has been incurred.

11. LIABILITY OF THE HOTEL

The Hotel shall exercise the due care of a prudent businessperson. In areas not typical of performance, liability is limited to defects, damages, consequential damages or disruptions attributable to intent or gross negligence. Should disruptions or defects occur, the Hotel shall endeavor to remedy them upon knowledge or immediate notification. The customer is obliged to contribute reasonably to remedying the disruption and minimizing damage. For items brought into the Hotel, liability is governed by statutory provisions (Swiss Code of Obligations Art. 487) and is limited to CHF 1,000. Claims expire if the customer does not report loss, destruction or damage immediately upon becoming aware of it. If a parking space in the underground garage or on the Hotel's parking lot is provided, even for a fee, no safekeeping contract is established. The Hotel shall not be liable for loss or damage to vehicles or their contents on Hotel premises, except in cases of intent or gross negligence. Wake-up calls are carried out with the utmost care. Claims for damages are excluded except in cases of intent or gross negligence. Messages, mail and goods deliveries for guests are handled with care. The Hotel assumes delivery, storage and, upon request and against payment, forwarding. Claims for damages are excluded except in cases of intent or gross negligence.