

General terms and conditions " Apartments Kuca Nebeska " of PRIEDEMANN NEKRETNINE D.O.O.

3rd edition, valid for new bookings as of 03.07.2023

Dear travel guest,

Please pay attention to these rental conditions, because by booking you accept the conditions that will be sent to you before booking. They apply to your booking with Priedemann Nekretnine d.o.o. . Priedemann Nekretnine d.o.o. is hereinafter referred to as " Priedemann ". The Renter is referred to as the "Traveler". These rental conditions do not apply to individual services (e.g. tickets as individual services). The travel conditions can be viewed on the website www.apartments-nebeska.com.

Priedemann is not subject to the travel law provisions in force since 01.07.2018 and is therefore not subject to the package travel law. However, Priedemann has decided to continue to largely follow these established regulations in the interest of the Tenant.

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2 PAYMENT

2.1 The booking price and the additional services (if any) are collectively referred to as the "total amount".

2.2 Upon conclusion of the contract, a deposit of 250,00 € is due upon delivery of the confirmation.

2.3 The remaining amount is due 61 days before departure. In the case of short-term bookings (from the 60th day before the start of the contract), the total amount is due immediately.

2.4 Fees in the event of cancellation (see note 7) as well as processing and rebooking fees (see note 8) are due immediately in each case.

2.5 Payment directly to Priedemann

2.5.1 You may pay for your trip by credit card. Priedemann requires (via the sales office, if applicable) your address or, if applicable, the address of the recipient of the travel documents and your consent to charge your credit card. In online sales, additional authentication is required in some cases.

2.5.2 Stays booked online with Priedemann can be paid by bank transfer up to 8 weeks before departure. Priedemann requires the first and last name, full address, telephone number and e-mail address for this purpose.

2.6 Payment via the sales office

In exceptional cases, both the deposit and the payment of the remaining total price can be made to your sales office after receipt of the travel documents.

2.7 Changes to the agreed method of payment
can only be made up to 35 days before the start of the trip and only for outstanding payments.

2.8 If you have not received the travel documents at least 4 days before the start of the travel period, please contact your sales office or Priedemann directly immediately. For short-term bookings or changes from 14 days before the start of the rental period, you will receive a confirmation in the same way as for longer-term bookings. In your own interest, we ask you to carefully check the confirmation upon receipt.

2.9 If due payments are not made or not made in full and you do not pay even after a reminder with a grace period, Priedemann may withdraw from the respective contract, unless at that time there is already a significant travel defect. In the event of a withdrawal from the travel contract within the meaning of the preceding sentence, Priedemann may demand cancellation fees as compensation in accordance with Section 6.2, 6.5. If you fail to make payments despite the due date, Priedemann also reserves the right to charge a reminder fee of € 1.50 for the second reminder.

2.10 Costs for additional services such as obtaining a visa etc. are not included in the total amount - unless they are explicitly stated. If such costs are incurred, please pay them to the respective sales office or Priedemann directly.

3 SPECIAL INFORMATION FOR APARTMENTS

Consumption-based additional costs or the costs of additional services requested by you are usually not included in the total amount. Unless otherwise stated in the description of the service, they are to be paid on the spot. The apartment may be occupied only by the number of adults and children listed in the description of the service and in the confirmation. The indicated arrival and departure dates are binding. When handing over the keys, a reasonable amount of money (deposit) may be required as security for possible damages or usage-dependent additional costs, which are to be paid on site.

The refund or settlement will be made if the accommodation and inventory have been cleaned and handed over in proper condition at the end of the stay.

4 SPECIAL REQUESTS, INDIVIDUAL TRAVEL PLANNING

4.1 Special requests

4.1.1 A fee of maximum € 50 per Traveler per week will be charged for the processing of individual travels that deviate from the respective description of the service.

4.1.2 In the event of changes to bookings requested by travelers in the destination area, Priedemann reserves the right to charge a reasonable processing fee per person in addition to any additional costs that may be incurred.

4.1.3 Pets are not allowed to be taken along.

4.2 Extension of the trip

If you wish to extend your stay, please contact your tour guide or local Priedemann representative as soon as possible. We will be happy to extend your stay if appropriate accommodation and return travel options are available. The costs for an extension have to be paid on site. Please note the fare conditions associated with the return trip, as well as the validity period of your travel insurance and any visas that may be required.

4.3 Tour guide, support

In the case of the apartments offered, you will be looked after on site by local representatives of Priedemann. Otherwise, you will find the contact details in your travel documents.

In case of complaints, please note the special information in section 11.6.2.

5 CHANGES TO THE SERVICES

5.1 Prior to the conclusion of the contract, Priedemann may change the services described at any time, of which the traveler will of course be informed prior to booking.

5.2 Changes to essential travel services compared to the agreed content of the travel contract which become necessary after conclusion of the contract and before the start of the trip and which were not brought about by Priedemann contrary to good faith are only permitted insofar as they are not significant and do not affect the overall nature of the booked trip. Any warranty claims remain unaffected, in particular if the changed services are defective.

5.3 Priedemann is obligated to inform the Customer about changes in services immediately after becoming aware of the reason for the change. If necessary, Priedemann will offer the Customer a free rebooking or a free cancellation.

5.4 In case of a significant change of an essential feature of the travel service or a deviation from the special wishes of the Customer which have become part of the "Contract", the Customer is entitled to either accept the change within a reasonable period of time set by Priedemann at the same time as the change notification or to withdraw from the "Rental Contract" free of charge or to demand participation in an alternative trip, if Priedemann has offered such a trip. The Customer has the choice to respond to Priedemann's notice or not. If the Customer reacts to Priedemann's notification, the Customer may either agree to the amendment of the contract, request participation in an alternative trip, if such a trip is offered, or withdraw from the contract free of charge. If the Customer does not respond to Priedemann or does not respond within the set time limit, the notified change is deemed accepted.

The Customer shall be informed of this in the statement pursuant to Section 5.3 in a clear, understandable and emphasized manner.

5.5 Any warranty claims shall remain unaffected to the extent that the modified Services are defective. If Priedemann had lower costs for the implementation of the changed trip or an alternative trip of equal quality, the Customer shall be reimbursed the difference accordingly.

6 CANCELLATION BY THE TRAVELER BEFORE THE START OF THE TRIP / CANCELLATION FEES

6.1 The Customer may withdraw from the "Rental Contract" at any time before the start of the trip. The cancellation must be declared to Priedemann. If the trip was booked through a travel agency, the withdrawal can also be declared to the travel agency. The Customer is recommended to declare the withdrawal on a durable data carrier.

6.2 If the Customer withdraws before the start of the tour or does not start the tour, Priedemann loses the claim to the total amount. On the other hand, Priedemann may demand reasonable compensation, provided that it is not responsible for the withdrawal or there are no extraordinary circumstances at the travel destination or in its immediate vicinity. Exceptional circumstances are unavoidable if they are beyond Priedemann's control and their consequences could not have been avoided even if all reasonable precautions had been taken. Cancellation fees are set forth in Section 6.4. The following flat rates also take into account the period between the notice of cancellation and the commencement of travel.

6.3 Cancellation fees are also payable if the Traveler does not arrive in time at the respective departure airport or place of departure or if the Travel is not commenced due to missing travel documents, e.g. passport or necessary visas, for which Priedemann is not responsible.

6.4 The flat cancellation fee claim is per apartment in case of cancellation:

6.4.1 General fees:

Apartments

up to 60th day before departure 0 %

from the 59th day before departure 50%

in case of no-show 100 % of the price of the tour

6.5 Priedemann reserves the right to claim a higher, individually calculated compensation instead of the above flat rates if Priedemann proves that it has incurred significantly higher costs than the applicable flat rate. In this case Priedemann is obliged to specifically quantify and justify the requested compensation taking into account the saved costs and any other use of the travel services.

6.6 Priedemann shall refund the total amount minus the cancellation costs (if any) within 14 days after receipt of the cancellation notice.

6.7 Notwithstanding the above conditions, you retain the right to nominate another travel participant within a reasonable period of time before the start of the trip by declaration on a durable data medium (see section 7.2 below). Such a declaration is in any case in due time if it is received by Priedemann at the latest seven days before departure.

7 REBOOKING, SUBSTITUTE PERSON

7.1 Upon your request, Priedemann will, to the extent possible, make changes to the confirmation (rebooking) up to the 46th day prior to departure. Rebookings are, for example, changes in the date of travel, the destination or the accommodation. A separate fee of 50 € per person will be charged. Additional costs for service providers will be charged separately. Therefore, please make sure that your name is spelled correctly according to your passport. Furthermore, the following applies: In case of a change of accommodation (except changes within the booked accommodation) or travel date, the price for the changed services will be fully recalculated based on the then valid prices and conditions. Changes after the above deadlines, as well as changes beyond the period of validity of the service description on which the booking is based (section 1.1), can be made only after withdrawal from the travel contract under the conditions according to section 6.4 with simultaneous new registration.

7.2 The traveler may declare within a reasonable period of time before departure on a durable medium that a third party has entered into his rights and obligations under the travel contract. This declaration is in any case in time if it is received by Priedemann at the latest seven days before departure. Priedemann may object to the entry of the third party in place of the Traveler if the third party does not fulfill the contractual travel conditions. If a third party takes the place of the registered Traveler, Priedemann is entitled to charge a lump sum of € 40 for the processing costs incurred by the third party due to the participation of the substitute person. Additional costs actually incurred by service providers will be invoiced separately. Priedemann shall provide the Traveler with evidence of the amount of the additional costs incurred by the third party. The Traveler reserves the right to prove that no or significantly lower costs were incurred due to the entry of the third party. The registered traveler and the substitute person are jointly and severally liable for the total amount and the costs incurred by the entry of the substitute person.

8 TRAVEL INSURANCE

Priedemann recommends that you take out a comprehensive travel insurance package, in particular travel cancellation insurance (which can also be booked separately) and insurance to cover repatriation costs in the event of accident or illness.

9 WITHDRAWAL AND CANCELLATION BY PRIEDEMANN

9.1 Priedemann may terminate the "Rental Agreement" without notice if the performance of the trip is permanently interrupted by the Traveler, despite an appropriate warning by Priedemann. The same applies if a Traveler acts in breach of contract to such an extent that

the immediate termination of the contract is justified. However, Priedemann retains the right to the tour price. Any additional costs for return transportation shall be borne by the person who caused the disruption. Priedemann must, however, take into account the value of the saved expenses as well as those advantages gained from an alternative use of the unused service, including any reimbursements by service providers.

9.2 Priedemann may withdraw from the contract prior to the start of the tour if Priedemann is prevented from fulfilling the contract due to unavoidable, extraordinary circumstances; in this case Priedemann shall declare the withdrawal immediately after becoming aware of the reason for withdrawal. If Priedemann withdraws from the contract, Priedemann shall lose the claim to the agreed total amount.

9.3 Travel information of the German Foreign Office is provided on the website "www.auswaertiges-amt.de".

10 NOTIFICATION OF DAMAGE, REMEDY, PRICE REDUCTION, TERMINATION

10.1 If a travel service is not provided or not provided free of travel defects, the Traveler may demand remedy. Priedemann may refuse the remedy if it is not possible or involves disproportionate costs.

10.2 The Traveler may demand a reduction of the total amount if the travel services were not provided free of travel defects and the Traveler did not culpably fail to report the defect immediately (without culpable delay). The rights from a reduction of the total amount become time-barred differently within six months. Section 199 para. 1 BGB shall apply to the commencement of the limitation period.

10.3 If Priedemann is unable to remedy a defect due to a culpable failure to notify the Traveler of the defect, the Traveler may neither claim a reduction in the price nor damages.

10.4 If a trip is significantly impaired due to a travel defect and Priedemann does not provide remedy within a reasonable period of time, the Traveler may terminate the "Rental Agreement" - in his own interest and for reasons of preservation of evidence, the written form is recommended. A deadline for remedy is only not required if Priedemann refuses to provide remedy or if immediate remedy is required.

11 COMPENSATION FOR DAMAGES

11.1 In the event of a defect, the Traveler may, without prejudice to the reduction of the travel price (abatement) or termination, claim damages, unless the defect is the fault of the Traveler, is due to the fault of a third party that is neither a service provider nor otherwise involved in the provision of the contractual travel services and was not foreseeable or unavoidable for Priedemann or was caused by unavoidable, extraordinary circumstances. He may also claim reasonable compensation in money for vacation time spent uselessly if the trip is frustrated.

11.2 Limitation of Liability

Priedemann's liability for damages other than bodily injury shall be limited to twice the total amount, unless the damage is culpably caused by the Traveler.

11.3 Tortious Claims for Damages

For all tortious claims for damages against Priedemann which are not based on intent or gross negligence, the liability for property damage shall be limited to twice the total amount. These maximum liability amounts apply per trip.

11.4 Priedemann shall not be liable for any impairment of services, personal injury or damage to property in connection with services that are merely arranged as third-party services (e.g. excursions, sporting events, theater visits, exhibitions, transportation services

to and from the advertised place of departure and destination) if these services are expressly and clearly identified as third-party services, stating the contractual partner arranged, in such a way that the traveler can recognize that they are not part of the trip. A claim for damages against Priedemann shall be limited or excluded to the extent that, due to international agreements or statutory provisions based on such agreements which are applicable to the services to be provided by a service provider, a claim for damages against the service provider can only be asserted under certain conditions or limitations or is excluded under certain conditions.

11.5 You are responsible for your own participation in sports and other vacation activities. You should check sports facilities, equipment and vehicles before using them. Priedemann is liable for accidents occurring during sports events and other vacation activities only if it is at fault. Priedemann recommends that you take out accident insurance.

11.6 Duty to cooperate, complaints

11.6.1 If impairments of services occur, each traveler is obligated to cooperate within the framework of the legal provisions in order to avoid or minimize possible damages.

11.6.2 If, contrary to expectations, you have reason to complain, this must be reported immediately on the spot to Priedemann as defined in Clause 4.3, Sentence 1 or to the contact person as defined in Clause 4.3, Sentence 2 and remedial action must be demanded. If your contact person is not available, please contact the local service provider, Priedemann (for contact details see below at the end). The necessary telephone numbers, fax numbers and e-mail addresses can be found in your itinerary or in the service description. Guests of apartments must request immediate remedy from the contact person indicated in your travel plan.

11.7 Limitation period

The traveler's claims for damages become time-barred within six months. Section 199 (1) of the German Civil Code (BGB) shall apply to the beginning of the limitation period. Priedemann's statutory claims for damages due to change or deterioration of the objects provided to the Customer in the course of the travel shall become time-barred six months after the end of the travel.

12 CONSUMER DISPUTE RESOLUTION/OS PLATFORM AND ASSIGNMENT

12.1 Consumer Dispute Resolution / OS Platform Priedemann currently does not participate in any - for it voluntary - alternative dispute resolution procedure under the Consumer Dispute Resolution Act. Therefore, neither such procedure nor the platform for online dispute resolution for consumers (OS platform) provided by the EU Commission at ec.europa.eu/consumers/odr/ can be used by our customers.

12.2 The assignment of claims against Priedemann is excluded. This does not apply among accompanying family members or fellow travelers of a jointly registered group.

13 PASSPORT, VISA, CUSTOMS, CURRENCY AND HEALTH REGULATIONS

13.1 Priedemann shall inform the Customer/Traveler about general passport and visa requirements as well as health formalities of the country of destination including the approximate deadlines for obtaining necessary visas prior to the conclusion of the contract and, if applicable, about any changes thereto until the beginning of the tour. (Reference to the Foreign Office).

13.2 The traveler is responsible for compliance with all regulations important for the implementation of the trip. All disadvantages, in particular the payment of cancellation costs, resulting from non-compliance with these regulations shall be borne by the Traveler, except if they are caused by culpable misinformation by Priedemann.

13.3 Priedemann is not liable for the timely issuance and receipt of necessary visas by the respective diplomatic representation if you have commissioned them to procure them, unless Priedemann is responsible for the delay. For the procurement of visas etc. from the relevant authorities, you should expect an approximate period of 8 weeks.

13.4 Please find out whether a passport is required for your trip or whether an identity card is sufficient for your trip and make sure that your passport or identity card has a sufficient period of validity for the trip. Children require their own travel documents.

13.5 Customs and foreign exchange regulations are very strict in various countries. Please inform yourself carefully and be sure to comply with the regulations.

14 DATA PROTECTION

The personal data provided by you will be processed and used electronically to the extent necessary for the performance of the contract. All your personal data will be processed in accordance with German and European data protection laws. For more information on how we handle your data, please see our privacy policy at: www.apartments-nebeska.com/Datenschutz.

15 GENERAL NOTES

The invalidity of individual provisions of the "Rental Agreement" does not result in the invalidity of the entire contract. The same applies to these travel conditions.