HOTEL EISSEE 2.800 m Mölltaler Gletscher

GENERAL TERMS AND CONDITIONS (GTCS)

EISSEE HOTEL

Eissee Mountain Hotel | Mölltaler Gletscher | Carinthia, Austria

Mölltaler Gletscherbahnen Gesellschaft mbH & Co KG
Talstation, Innerfragant 469, 9831 Flattach | ATU33329902
Status as at: 07.09.2026

§ 1 DEFINITIONS

"Operator" means Mölltaler Gletscherbahnen Gesellschaft mbH & Co KG as the provider of the services governed by these GTCs.

"Guest" means a natural person who uses the accommodation or other services provided by the Operator within the meaning of these GTCs. The Guest is generally also the Contracting Party. Persons travelling together with the Contracting Party (e.g. family members, friends, group members, etc.) are also regarded as Guests.

"Contracting Party" means a natural or legal person from Austria or abroad who, as a Guest or on behalf of one or more Guests, enters into an agreement with the Operator for the provision of services.

"Accommodation Agreement" means the agreement entered into between the Operator and the Contracting Party regarding accommodation at the Eissee Hotel, including any expressly agreed additional services.

"Services" means accommodation at the Eissee Hotel, as well as the relevant ancillary and additional services expressly reserved or included in the package. Where transport by cable car facilities operated by the

Operator is included in the reserved offer or is necessary to reach the hotel, the relevant transport conditions and operating regulations shall additionally apply to such transport.

"Consumer" and "Business" shall be interpreted in accordance with the Austrian Consumer Protection Act 1979 (Konsumentenschutzgesetz 1979) as amended.

§ 2 SERVICE SPECIFICATIONS AND HIGH-ALTITUDE LOCATION

(1) The Eissee Hotel is located in the Mölltaler Gletscher ski resort at an altitude of approximately 2,800 m above sea level. The type, scope and facilities of the individual rooms available for booking, as well as the services included in the accommodation price, are determined by the booking confirmation and the Operator's service description applicable at the time of booking.

(2) The Contracting Party acknowledges that, due to its high-altitude location, the hotel is generally dependent on the operating hours and operational availability of the cable car facilities required for arrival and departure. Restrictions caused by weather, safety, technical or official reasons may delay or temporarily prevent arrival or departure.

(3) The current operating and travel times of the cable car facilities, as well as instructions regarding arrival, are available on the Operator's website. The Contracting Party is obliged to check the current operating hours in good time before arrival and to comply with the final cable car boarding times announced by the Operator.

(4) Individuals with physical disabilities or special support needs are required to contact the Operator before making their booking or, in any event, in good time before arrival, so that the actual accessibility of the hotel and any necessary support measures can be clarified.

§ 3 BOOKING, CONCLUSION OF THE AGREEMENT AND PAYMENT TERMS

(1) The Accommodation Agreement shall come into effect once the related booking is accepted by the Operator. Acceptance may be given in particular by sending a booking confirmation by email or via the booking system used.

(2) Bookings may be made via the Operator's online booking channels, www.tmrhotels.com and www.gopass.travel, by telephone on +43 4785 8110 51 or by email at restaurant@gletscher.co.at and restaurant@tmr.sk. Current contact and booking information is also published at www.moelltaler-gletscher.at.

(3) The Contracting Party is obliged to provide accurate and complete information required for their booking, in particular the names of the Guests and the contact details required for communication and processing. In the case of minors, their age shall also be provided upon request.

(4) The Operator shall be entitled to conclude agreements conditional upon payment of a deposit or full payment in advance. The amount, due date and method of payment shall be set out in the specific offer or booking confirmation. The deposit constitutes a partial payment towards the agreed fee.

(5) The Contracting Party shall bear the costs of payment transactions insofar as permitted by law. Credit and debit cards and other payment services shall additionally be subject to the terms and conditions of the relevant payment service providers.

§ 4 COMMENCEMENT AND END OF ACCOMMODATION; ARRIVAL AND DEPARTURE

(1) Rooms shall be available on the agreed arrival date from the time specified in the booking confirmation or the current hotel information. In all cases, arrival must take place sufficiently early to allow the last necessary cable car connection for ascent to be reached.

(2) On the day of departure, rooms must be vacated by the time specified in the booking confirmation or the current hotel information. Departure must be planned in accordance with the operating hours of the cable car facilities.

(3) If any Guest fails to arrive in time for the last available ascent, despite the Operator having properly communicated the relevant operating times, the Guest shall have no entitlement to special transport or reimbursement of any resulting expenses. Mandatory statutory rights shall remain unaffected.

§ 5 WEATHER, SUSPENSION OF OPERATIONS AND IMPOSSIBILITY OF PROVIDING SERVICES

(1) The provision of Services, in particular access to the hotel, is dependent on suitable weather, snow, safety, technical and operating conditions, as well as official orders.

(2) The Operator may temporarily restrict, suspend or cease operations or individual Services for safety reasons, due to force majeure, technical faults, power failures, official or court orders or other urgent operational reasons.

(3) If the contracted accommodation becomes objectively impossible for a reason for which the Operator is not responsible, the Operator shall, where possible, inform the Contracting Party without undue delay. Amounts already paid for Services not provided shall be refunded unless a mutual rebooking has been agreed. Further mandatory statutory rights shall remain unaffected.

(4) If any Guest is unable to leave the hotel on the day of departure due to unforeseen exceptional circumstances, in particular due to a safety-related suspension of cable car operations, the Operator shall, subject to available capacity, provide continued accommodation. Any accommodation and catering Services used additionally in this way shall be paid for at the applicable rates, unless the circumstances were caused by the Operator.

§ 6 WITHDRAWAL BY THE CONTRACTING PARTY AND CANCELLATION FEES

(1) Unless different cancellation terms have been agreed in the booking confirmation, the booked rate or a special offer, the following cancellation terms shall apply.

(2) Up to 29 days (including) before the agreed arrival date, the Accommodation Agreement may be cancelled by unilateral declaration of the Contracting Party without any obligation to pay a cancellation fee.

(3) Po After this period, cancellation shall be possible subject to the following cancellation fees:

a) up to 2 weeks before the arrival date: 40% of the total agreed package price;

b) up to 1 week before the arrival date: 70% of the total agreed package price;

c) within the final week before the arrival date: 90% of the total agreed package price.

(4) Different terms may be agreed for specially designated non-refundable rates or promotional offers, provided that these terms were clearly communicated to the Contracting Party before the respective agreement was concluded.

(5) Cancellation must be made via the booking channel used for the booking or in text form, in particular by email. The date on which the cancellation is received by the Operator shall be decisive.

(6) In the event of a partial cancellation, the above provisions shall apply accordingly to the cancelled part.

(7) If the Contracting Party is unable to travel on the arrival date due to unforeseen exceptional circumstances because all objectively reasonable options for reaching the hotel are impossible, the mandatory statutory provisions shall apply; an individual solution may be agreed as a gesture of goodwill.

§ 7 RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTY AND GUESTS

(1) The Contracting Party and Guests shall be entitled to the customary use of the agreed rooms and facilities intended for Guests and shall be obliged to comply with the house rules, safety instructions and instructions issued by the hotel and cable car staff.

(2) The Contracting Party shall pay the agreed fee, as well as the fees for any additional Services used, no later than the agreed payment due dates.

(3) The Contracting Party shall be liable, in accordance with the statutory provisions, for damage culpably caused by the Contracting Party, Guests registered by the Contracting Party or other persons using the Operator's Services with the Contracting Party's knowledge.

(4) The Contracting Party shall report any defects or faults arising while staying at the hotel to the hotel staff without undue delay and shall give the Operator an opportunity to remedy them. Statutory warranty and damages rights shall remain unaffected. Complaints submitted late will not be taken into consideration by the Operator!

(5) The Operator may issue safety and operational rules for hotel operations where there are objectively justified reasons for doing so. In particular, due to the high-altitude location, instructions concerning cable car operations, weather conditions, evacuation and other measures for protection against hazards must be observed.

(6) When making a complaint, the Contracting Party shall be required to present their booking confirmation and, where necessary for the unambiguous allocation of the booking or verification of their identity, an official photographic identity document or other suitable proof of identity. The Operator shall examine the complaint without undue delay and, where possible, decide immediately on the further course of action. If immediate assessment is not possible due to the nature or complexity of the complaint, this shall generally take place within three working days. In all cases, the complaint shall be dealt with within a reasonable period and no later than 30 days from the date on which it was submitted, unless mandatory statutory provisions prescribe a shorter period. If the complaint cannot be dealt with immediately, the Contracting Party shall provide the Operator with suitable contact details via which they can be informed of the status and outcome of the complaint.

§ 8 EARLY TERMINATION OF THE ACCOMMODATION AGREEMENT

(1) The Operator may terminate any Accommodation Agreement with immediate effect for good cause if continuation of the relevant contractual relationship is unreasonable for the Operator. This shall apply in particular if the Contracting Party or Guest uses the premises in a materially improper manner, seriously breaches the house rules or safety regulations despite having been warned, or materially interferes with other Guests or employees through inconsiderate, dangerous or grossly inappropriate behaviour.

(2) In the event of justified early termination, the Operator's claims for payment for Services already provided and for damages in accordance with the statutory provisions shall remain unaffected.

(3) The Contracting Party shall have no entitlement to extend their stay. Any extension shall require an express agreement and shall be subject to availability.

§ 9 LIABILITY

(1) Where the Contracting Party is a consumer within the meaning of the Austrian Consumer Protection Act (KSchG), the Operator shall be liable in accordance with the applicable statutory provisions. Liability for damage to property and financial loss caused by slight negligence is excluded, unless such damage results from a breach of a material contractual obligation on the part of the Operator. Liability for personal injury, as well as for damage caused intentionally or by gross negligence, shall remain unaffected.

(2) Where the Contracting Party is an entrepreneur within the meaning of the Austrian Commercial Code (UGB), the Operator shall be liable for damage caused intentionally or by gross negligence. To the extent permitted by law, liability for damage caused by slight negligence is excluded. In cases of gross negligence, liability shall be limited to damage that would typically have been foreseeable in the circumstances of the individual case, to the extent that such limitation is permitted by law. Liability for personal injury shall remain unaffected.

(3) In relation to entrepreneurs, liability for indirect and consequential loss, in particular loss of profit, business interruption, production downtime and other indirect financial loss, is excluded to the extent permitted by law.

(4) The above limitations of liability shall also apply for the benefit of the Operator‘s legal representatives, employees and other persons engaged by the Operator in the performance of its obligations.

(5) Mandatory statutory provisions governing liability shall remain unaffected by the above provisions.

§ 10 WEATHER CONDITIONS, LIFT OPERATIONS AND ACCESSIBILITY

(1) The Contracting Party acknowledges that the Eissee Hotel is situated at high altitude and that access to the hotel may depend in particular on prevailing weather, snow and avalanche conditions, as well as on the operation of cable cars, lifts and other transport facilities required for arrival and departure.

(2) Restrictions caused by weather conditions, temporary interruptions to or delays in the operation of cable cars, lifts or other transport facilities, as well as measures ordered by the authorities or required for safety reasons, shall not in themselves entitle the Contracting Party to cancel free of charge, claim a reduction in the price or seek compensation, provided that the accommodation services can still be used as agreed and such use remains reasonably acceptable to the Contracting Party. Mandatory statutory rights and claims shall remain unaffected.

(3) If, on the agreed arrival date, it is objectively impossible to reach the hotel by any reasonable means of access due to unforeseeable extraordinary circumstances, in particular extreme snowfall, avalanche risk, officially ordered closures or comparable events of force majeure, the Contracting Party shall not be required to pay the accommodation charges attributable to the period during which such impossibility persists. Any payments already made shall, to the extent applicable, be refunded or credited in accordance with the statutory provisions.

(4) If arrival becomes possible again during the booked stay, the obligation to use and pay for the remaining accommodation services shall be governed by the applicable statutory provisions, taking particular account of the remaining duration of the stay and the reasonableness of arriving at a later time.

(5) If the Contracting Party is unable to leave the hotel on the agreed departure date due to unforeseeable extraordinary circumstances, in particular extreme weather conditions, avalanche risk, official closures or the suspension of cable car operations required for safety reasons, the accommodation contract shall be extended for the duration of the objective impossibility of departure, provided that the Operator is actually able to provide further accommodation. Any additional accommodation and other services used shall be charged at the agreed rate or, where no rate has been agreed, at a reasonable rate

(6) The Operator shall not be liable for damage resulting solely from events of force majeure or from measures required by the authorities or for safety reasons, provided that the Operator was not responsible for the circumstances concerned and could not, despite exercising due care, have prevented them or mitigated their consequences. The general liability provisions set out in these Terms and Conditions, as well as any mandatory statutory rights and claims of the Contracting Party, shall remain unaffected.

(7) The Operator shall be entitled temporarily to restrict or suspend the operation of cable cars, lifts or other transport facilities, as well as access to the hotel, for safety reasons where this is necessary in view of weather, snow, avalanche or other safety conditions. Such measures shall not affect any statutory rights or claims of the Contracting Party arising from the resulting impossibility or material restriction of the agreed accommodation services.

§ 11 LIABILITY FOR PROPERTY BROUGHT ONTO THE PREMISES

(1) The Operator shall be liable for property brought onto the premises by guests in accordance with § 970 et seq. of the Austrian General Civil Code (ABGB) and the Federal Act governing the liability of innkeepers and other businesses, as amended.

(2) Statutory liability for property brought onto the premises is generally limited to EUR 1,100.00, unless the statutory conditions for extended liability are met. In the case of valuables, money and securities, the statutory limit of liability pursuant to § 970a ABGB is currently EUR 550.00, unless the statutory conditions for extended liability are met.

(3) Every Guest shall notify the Operator without undue delay of any damage to property brought onto the premises as soon as such damage is discovered, unless otherwise provided by law.

§ 12 ILLNESS, INJURY AND EMERGENCIES

(1) If a Guest falls ill or suffers an injury while staying at the hotel, the Operator shall arrange for the necessary medical assistance within the scope of its available means. In cases of imminent danger, the Operator may arrange emergency or medical assistance without the Guest‘s express instruction.

(2) Any costs incurred as a result, in particular costs for doctors, emergency medical services, transport, medication or other necessary measures, shall be borne by the Guest or, as applicable, the Contracting Party, unless such costs are to be borne by the Operator as a result of its liability.

(3) The Contracting Party acknowledges that, due to the hotel‘s high-altitude location, rescue and transport operations may be more difficult or may be delayed due to weather conditions.

§ 13 PETS AND OTHER ANIMALS

(1) Animals may only be brought onto the hotel premises with the Operator‘s prior express consent and, where applicable, subject to an agreed additional charge.

(2) Every person responsible for an animal shall properly supervise it and comply with all applicable hygiene, safety and house rules.

(3) The Contracting Party shall be liable in accordance with the applicable statutory provisions for any damage caused by an animal brought onto the premises.

§ 14 ALTERNATIVE DISPUTE RESOLUTION AND DATA PROTECTION

(1) If a dispute with a Contracting Party who is a consumer cannot be resolved, the Operator shall, in accordance with § 19(3) of the Austrian Alternative Dispute Resolution Act (AStG), inform the consumer, in writing or via another durable medium, of the competent alternative dispute resolution body and shall also state whether they will participate in proceedings before that body.

(2) The competent general alternative dispute resolution body is, in particular, Schlichtung für Verbrauchergeschäfte, Mariahilfer Straße 103/1/18, 1060 Vienna, Austria, email: office@verbraucherschlichtung.at, website: www.verbraucherschlichtung.at.

(3) The former European Online Dispute Resolution (ODR) platform was discontinued as of 20 July 2025; accordingly, no reference to that platform is provided.

(4) Information on the processing and protection of personal data is available in the Operator‘s current Privacy Policy at www.moelltaler-gletscher.at.

§ 15 MISCELLANEOUS

(1) Unless mandatory law provides otherwise, declarations in text form, in particular by email, shall be sufficient, unless otherwise agreed in the booking confirmation or in an individual agreement.

(2) The Operator shall be entitled to set off its own due and payable claims against claims of the Contracting Party. In relation to consumers, the statutory restrictions pursuant to § 6 KSchG shall apply.

(3) These Terms and Conditions shall apply only to the extent that they do not conflict with mandatory statutory provisions, in particular the Consumer Protection Act. Individual agreements shall take precedence over these Terms and Conditions.

(4) The contractual relationship shall be governed by Austrian law, excluding its conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG). In the case of consumers, this choice of law shall apply only to the extent that it does not deprive the consumer of the protection afforded by mandatory provisions of the law of the country in which the consumer has their habitual residence.

(5) In relation to entrepreneurs, the courts having jurisdiction at the Operator‘s registered office shall have exclusive local jurisdiction by agreement. In relation to consumers, the mandatory statutory rules governing jurisdiction shall apply.

(6) In the event of any conflict between these Terms and Conditions and any other general terms and conditions of the Operator, these Terms and Conditions shall prevail in respect of accommodation at the Eissee Hotel. Individual agreements shall remain unaffected.

(7) The Operator may amend these Terms and Conditions for contracts concluded in the future. Contracts already concluded shall remain subject to the version of the Terms and Conditions agreed at the time the relevant contract was concluded.

(8) The contractual language is German.

(9) Obvious errors in writing, printing or calculation, as well as other obvious errors in informational and promotional materials, are expressly reserved. This shall not apply to amendments to contracts already concluded, which shall be governed exclusively by the applicable statutory provisions and contractual agreements.

Translator‘s note: This is a translation into English of the German original version of the General Terms and Conditions (GTC) of Mölltaler Gletscherbahnen Gesellschaft mbH & Co KG. In the event of any discrepancy between the German original and this translation, the German text shall prevail pursuant to § 15(8) of the GTC, as German is the contractual language.