

Cubea Terms and Conditions for Individual Guests and Groups

With these Terms and Conditions, we aim to provide legal clarity in both your and our best interests. By renting a chalet apartment from us, you acknowledge and agree to these terms.

Cubea's Terms of Accommodation

Dear Guest,

The following terms and conditions, to the extent they are validly agreed upon, form part of the accommodation contract that is concluded when you book lodging with us. These terms and conditions govern the contractual relationship between you, the guest, and us, Cubea, as the accommodation provider, in addition to the applicable legal provisions. Please read these terms and conditions carefully.

1. Conclusion of the Contract

- 1.1 By making a booking, the guest makes a binding offer to Cubea to conclude the accommodation contract. This offer is based on the description of the accommodation and the supplementary information in the booking details (e.g., location description, classification explanation), to the extent that this information is available to the guest.
- 1.2 The booking may be made verbally, in writing, by telephone, by fax, or electronically (email, internet). For electronic bookings, the guest will receive immediate confirmation of receipt of the booking via electronic means.
- 1.3 The guest making the reservation on behalf of fellow travelers or other parties authorizing the reservation shall be liable for all contractual obligations of the guests for whom the reservation is made, as well as for their own, provided they have assumed this liability through an express and separate declaration.
- 1.4 The contract is concluded upon receipt of the booking confirmation from Cubea by the guest or the person making the booking. It does not require any specific form, with the result that, in particular, verbal and telephone confirmations are also legally binding for the guest and Cubea. As a rule, Cubea will also send a written copy to the guest in the case of verbal and telephone booking confirmations.
- 1.5 If Cubea submits a special offer at the request of the guest or the client, this constitutes a non-binding offer. If the guest or the client accepts the offer, the

contract is likewise concluded only upon receipt of Cubea's booking confirmation by the guest.

- 1.6 Online Booking

The product descriptions included in the online booking are not binding offers from Cubea, but are intended to facilitate the submission of a binding offer on your part. By placing your order, you are submitting a binding offer to Cubea to enter into a contract with you.

- 1.6.1 Technical Steps Leading to Contract Formation; Options for Identifying and Correcting Input Errors

The request is made via Cubea's online booking process. In the booking process, after entering your personal information and clicking the "Book Now!" button in the final step of the ordering process, you submit a legally binding offer to enter into a contract regarding the items in your shopping cart. You will then first receive confirmation of receipt of your order via email to the email address you provided (order confirmation). However, a sales contract is not concluded until Cubea accepts your order within 10 days by means of a written or electronically transmitted (fax or email) order confirmation. Cubea is entitled to refuse to accept the order.

- 1.6.2 Storage of the Contract Text

Cubea stores the contract text of your order. You can print this out before submitting your order to us by clicking "Print" in your browser during the final step of the booking process. Cubea will also send you an order confirmation as well as an order acknowledgment containing all order details and the General Terms and Conditions to the email address you provided. Order processing and communication generally take place via email and automated order processing, as described. You must ensure that the email address you provide for order processing is accurate so that emails sent by Cubea can be received at that address.

- 1.6.3 Contract Language

The contract language is German.

2. Reservations

- 2.1 Non-binding reservations that entitle the guest to cancel free of charge are only possible if expressly agreed upon with Cubea.
- 2.2 If no non-binding reservation has been expressly agreed upon, the booking pursuant to Section 1 of these Terms and Conditions generally results in a legally binding accommodation contract for Cubea and the guest/client.

3. Prices and Services, Price Increases

- 3.1 The prices listed on the website are final prices and include the statutory value-added tax and all ancillary costs, unless otherwise specified with regard to the ancillary costs. Tourist taxes or visitor fees, as well as charges for services for which consumption-based billing is specified in the booking terms or agreed upon separately (e.g., electricity, gas, water, telephone, firewood), and for optional and additional services, may be charged and listed separately.
- 3.2 The services owed by Cubea are determined exclusively by the content of the booking confirmation in conjunction with the respective booking basis—i.e., the valid brochure, Cubea's website/homepage, or other service and property descriptions—as well as any supplementary agreements expressly made with the guest/client. The guest/client is advised to make any supplementary agreements in writing. Information contained in local or hotel guides is only relevant to Cubea's obligation to provide services if a corresponding express agreement has been made with Cubea.

4. Payment

- 4.1 The due dates for the deposit and the balance are determined by the agreement reached with the guest or the client. In the case of written booking confirmations, the agreed-upon payment terms are set forth therein. If no special agreement has been made, the total accommodation price, including fees for ancillary costs and additional services, is due at the end of the stay and must be paid to Cubea.
- 4.2 Even without an explicit note in the booking confirmation, Cubea may require a deposit equal to 100% of the total price.
- 4.3 Payments in foreign currencies and by certified check are not accepted. Payments by debit card and credit card are only permitted if this has been agreed upon or is generally offered by Cubea via a posted notice. Payments at the end of the stay cannot be made by bank transfer.

5. Cancellation and No-Show

- 5.1 In the event of cancellation, Cubea retains the right to payment of the agreed-upon accommodation price, including the meal portion and fees for additional services.
- 5.2 Within the scope of its normal business operations, without any obligation to make special efforts, and taking into account the specific nature of the booked accommodation, Cubea shall endeavor to find another suitable use for the accommodation.

- 5.3 Cubea is entitled to offset the cost of alternative occupancy and, to the extent that this was not possible, any expenses saved.
- 5.4 In accordance with the percentages recognized by case law for calculating saved expenses, the guest or the client must pay the following amounts to the lodging provider, each based on the total price of the lodging services (including all ancillary costs), but excluding any public levies such as a tourism tax or visitor's tax:

Our Cancellation Policy:

- Up to >6 weeks before the start of the trip: free of charge
- 6 weeks or less before the start of the trip: 80% of the total price (except for Christmas and New Year's Eve, when the cancellation period is 8 weeks or more, 80% of the total price)
- 5.5 The guest/client expressly reserves the right to prove to Cubea that the expenses saved by Cubea are significantly higher than the deductions taken into account above, or that the accommodation services were used for other purposes. In the event of such proof, the guest or the client is only obligated to pay the correspondingly lower amount.
- 5.6 Taking out travel cancellation insurance is strongly recommended.

6. Obligations of the Customer; Termination by Cubea

- 6.1 Unless otherwise agreed, the accommodation may only be used by the guest for whom it was booked. Any other use, in particular subletting, and- in the case of commercial clients- specifically the transfer of accommodation quotas, is not permitted.
- 6.2 The guest is obligated to use the accommodation and its facilities, as well as all facilities of the lodging establishment, only for their intended purpose; where applicable (e.g., private pool, lounge pool, kitchen, and sauna), in accordance with the rules of use; and to treat all such facilities with due care.
- 6.3 The guest is obligated to immediately report any defects or malfunctions to Cubea and to request that they be remedied. If the guest fails to report defects through their own fault, the guest's claims may be waived in whole or in part.
- 6.4 The guest may terminate the contract only in the event of significant defects or malfunctions. The guest must first set a reasonable deadline for Cubea to remedy the issue as part of the defect notification, unless the remedy is impossible, is refused by Cubea, or immediate termination is objectively justified by a special interest of the guest that is recognizable to Cubea, or if, for such reasons, it is objectively unreasonable for the guest to continue the stay.

- 6.5 Bringing pets into the accommodation and housing them there is not permitted.
- 6.6 Cubea is an "adults-only" accommodation facility; all guests, including accompanying persons, must be at least of legal age.
- 6.7 Cubea may terminate the accommodation contract without notice if, despite a warning from Cubea, the guest persistently disrupts the operation of Cubea or the course of the stay, or if the guest behaves in such a manner that is in breach of the contract to such an extent that immediate termination of the contract is justified. If Cubea terminates the contract, the provisions in Section 5 shall apply accordingly to Cubea's claim for payment.

7. Limitation of Liability for Arranged Third-Party Services

Cubea shall not be liable for disruptions in services related to services that, during the guest's/client's stay, are recognizably merely arranged as third-party services (e.g., restaurant visits, treatments, car rentals, sports equipment, sporting events, theater visits, exhibitions, etc.). The same applies to third-party services that are arranged in conjunction with the booking of accommodations.

8. Statute of Limitations

- 8.1 Claims by the guest/client against Cubea arising from the accommodation contract are subject to a one-year statute of limitations.
- 8.2 The statute of limitations begins at the end of the year in which the claim arose and the guest becomes aware of, or, absent gross negligence, should have become aware of, the circumstances giving rise to the claim and identifying Cubea as the debtor.
- 8.3 If negotiations are pending between the guest and Cubea regarding asserted claims or the circumstances giving rise to the claim, the statute of limitations is suspended until the guest or Cubea refuses to continue the negotiations. The aforementioned one-year statute of limitations period begins no earlier than 3 months after the end of the suspension.

9. Governing Law and Jurisdiction

- 9.1 The contractual relationship between the guest or the client and Cubea is governed exclusively by German law. The same applies to any other legal relationship.
- 9.2 The guest or the client may sue Cubea only at its place of business.
- 9.3 For actions brought by Cubea against the guest or the client, the place of residence of the guest or the client shall be the place of jurisdiction. For lawsuits against guests or clients who are merchants, legal entities under public

or private law, or persons whose place of residence, business address, or habitual residence is located abroad, or whose place of residence, business address, or habitual residence is unknown at the time the lawsuit is filed, the place of jurisdiction shall be the registered office of Cubea.

- 9.4 The foregoing provisions shall not apply if and to the extent that mandatory provisions of the European Union or other international provisions are applicable to the accommodation contract or the legal relationship with the guest or client.

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Online Dispute Resolution pursuant to Article 14(1) of the ODR Regulation:

The European Commission provides a platform for online dispute resolution (ODR), which you can find at <http://ec.europa.eu/consumers/odr/>.

(As of June 21, 2026)