

General Terms and Conditions

Pension TWIN

Introductory Provisions

These General Terms and Conditions (hereinafter referred to as "GTC") govern the rights and obligations concerning the contractual relationship between the operator of the pension and its clients. These GTC apply to online reservations of accommodation services provided by the pension operator, the use of the pension's online booking system, payment and cancellation conditions for online reservations made by the client through the pension's website, and all other rights and obligations arising from the legal relationship established during the online reservation. By ordering a service through online reservation, the client confirms that they agree with the GTC, and from that moment, these terms become binding for them. The pension operator reserves the right to unilaterally change these GTC, with such changes being effective from the date of their publication on the pension operator's website.

Definitions

For the purposes of these GTC, the following definitions apply:

- Client: Any natural person at least 18 years of age, capable of legal acts, or a legal entity that enters into a service contract with the pension or sends a binding order to the pension.
- Pension: Pension TWIN, operated by TWIN Jasná, s. r. o., Company ID: 45 601 895, located at: Račianska 66, 831 02 Bratislava, registered in the Commercial Register maintained by the Bratislava III District Court, Section Sro, Insert No. 65551/B.
- Service: Any services provided by the pension, especially accommodation, catering, wellness, and congress services.
- Payment: The day on which funds are credited to the account of the pension operator, received at the cash desk, or the moment when the pension acquires the ability to dispose of the paid funds.
- Damage: Actual damage and lost profit. Actual damage is compensated in cash unless the contractual parties agree otherwise.
- Contracting Party: The pension or the client.

Conclusion of the Contract

The contract refers to the agreement between the pension and the client regarding the provision of services. By concluding the contract, the pension commits to provide the client with services in the agreed scope and quality, and the client commits to pay the pension the agreed price and to compensate for

any damage caused by the client's fault in connection with the use of the services. The contract arises upon confirmation of the client's order - reservation by the pension, which confirmation can be made via email, telephone, or in writing. In the event that the services of the pension were ordered for the client by a third party, the third party is the contractual party towards the pension, except for the claim for damages caused by the client's fault, in which case the client is directly obligated to the pension. Otherwise, the contracting parties are the pension and the client.

Reservation

In an online reservation, the client has the option to search for currently available accommodation capacities in the pension according to the specified requests in the reservation form. The client must fill in all mandatory details in the reservation form during the online reservation, such as the start and end of the stay, type of room, and possibly additional services, and further provide their identification details so that a contract can be concluded. By confirming the reservation / binding order, the client commits to make the payment for the ordered service. After completing all required details, the pension will send a confirmation of the binding order acceptance to the client.

Payment Conditions

The client is obliged to pay the agreed price for the services provided, which also applies to services that the pension provided to third parties at the explicit request of the client. The prices listed in the pension's price list are final and include value-added tax. Local taxes and fees are not included in the listed prices. The client is obliged to pay for the stay reserved during the online reservation in full at the time of the online reservation, either via credit card, bank transfer, or other payment methods. By confirming the reservation, the client consents to the full payment for the reserved stay being executed in favor of the pension operator and authorizes the operator to accept this payment. The total price for the stay is credited to the pension operator's bank account. Upon the payment being credited to the pension operator's account, the pension will confirm to the client via email either by confirming the order or sending another notice.

Reservation

A reservation is considered guaranteed by the pension at the moment of full payment for the stay and upon delivery of an email confirming the processing of the order.

Unless otherwise agreed, the pension will issue the receipt for the received payment immediately after the stay price is paid and will deliver it to the client's email address provided during the completion of the order form. After the client's stay ends, on the day of their departure or no later than 14 days, a tax document – invoice will be issued, detailing the ordered and utilized services of the pension from the client's

side. The invoice must contain all the details required by Act No. 222/2004 Coll. on Value Added Tax in its valid version. In the event that the client utilized services in addition to those prepaid during the online reservation, these will need to be paid no later than the day of departure from the pension, either in cash or cashless through a payment or credit card. Payments by credit or debit card can be made before and after the use of the services, based on the information provided by the client necessary for the execution of the payment. By providing credit or debit card payment details, the client consents to its use. The pension also has the right to additionally charge the credit or debit card for any differences determined after the client's departure (e.g., consumption, damage compensation, etc.), which the client unconditionally agrees to. The pension is obligated to inform the client by email about any additional charging of differences from the client's credit or debit card and the reasons for such additional billing.

Accommodation and Catering Services

The pension is obligated to make the reserved rooms available to the client from 3:00 PM on the agreed day of arrival. The client is entitled to be assigned a specific room only if they have made a prior written agreement with the pension.

The client is required to vacate and return the room no later than 10:00 AM on the agreed day of departure. In the case of delayed room return, the pension is entitled to charge the client 50% of the accommodation price specified in the valid price list. If the room is not returned by 3:00 PM, the pension is entitled to charge the client 100% of the accommodation price established in the valid price list without the client gaining the right to use the room and the services associated with accommodation.

If the client does not arrive on the agreed day of arrival by 10:00 PM, the pension is entitled to assign the reserved room to another client. Immediately after returning the keys/cards to the room, the client is obliged to check the condition of the room's interior furnishings and report any deficiencies, damages, or complaints to the pension's reception. In the event that the pension discovers damage to the room, its furnishings, or missing parts after the client's stay, the client is obliged to compensate the pension for the actual damage in full. The client's stay at the pension is governed by the accommodation rules, which are available at the pension reception. The accommodation rules are binding for the client. Bringing any animals into Pension TWIN is prohibited. It is also prohibited to consume one's own food and drinks in the premises of the pension. Breakfast is served in a buffet style from 7:30 AM to 10:00 AM. In the case of half board, dinner is served from 6:00 PM to 10:00 PM. The restaurant and bar are open from 7:30 AM to 10:00 PM.

Change or Cancellation of Reservation and Non-Attendance for Stay Cancellation Fees

Any changes to an online reservation made by the client can be carried out by sending an email to the operator at twin@penziontwin.sk or by phone at +421 When requesting a change to an online reservation, the client is always required to provide their full name and the address stated in the online reservation. If the client requests a change to the online reservation that cannot be accommodated for

capacity or other operational reasons, the pension operator is not obliged to fulfill the client's request for a change to the online reservation, and the client has no entitlement to compensation or any other performance from the pension operator due to the impossibility of changing the online reservation.

In the event the client withdraws from the contract and cancels the ordered services, or in the case of partial withdrawal from the contract and partial cancellation of the ordered services, the pension is entitled to compensation in the form of a cancellation fee, which is determined as a percentage of the price of the services depending on the time period that has elapsed since the cancellation of the service and the planned start of service provision.

Unless otherwise agreed between the pension and the client, the following cancellation fees apply based on the price of the services:

- Cancellation between 15 and 30 days before the planned start date of the services results in a cancellation fee of 50% of the estimated total price;
- Cancellation between 7 and 14 days before the planned start date of the services results in a cancellation fee of 70% of the estimated total price;
- Cancellation 6 days or less before the planned start date of the services results in a cancellation fee of 100% of the estimated total price.

The amount of the cancellation fee also applies in cases where the client does not take specific steps to cancel the ordered services but does not actually attend the stay.

In cases of the client's withdrawal from the contract and cancellation of the reservation or partial withdrawal from the contract and partial cancellation of the reservation, or non-attendance of the booked stay in extraordinary circumstances (illness, death, being affected by a natural disaster, etc.), the pension operator is entitled to waive the claim for the cancellation fee based on the submission of credible evidence of a serious reason for the client's withdrawal from the contract and cancellation of the reservation, or the client's partial withdrawal from the contract and partial cancellation of the reservation, or non-attendance of the reserved stay.

By confirming the order and expressing agreement with these GTC, the client agrees and acknowledges that the pension operator is entitled, in the event of the client's withdrawal from the contract and cancellation of the reservation or partial withdrawal from the contract and partial cancellation of the reservation or non-attendance of the stay, to unilaterally offset the client's claim for a refund of the price paid for the stay during the online reservation against the pension operator's claim for the cancellation fee as stated in these GTC, to the extent that these claims mutually offset one another. The amount exceeding the value of the mutual offset in favor of the client will be paid by the pension operator to the client via a cashless bank transfer to the client's bank account from which the payment for the stay was made during the online reservation.

If this information is not known to the pension operator, it will be to the bank account number provided by the client at the time of cancellation of the stay, within 30 working days from the day following the client's withdrawal from the contract and the cancellation of the reservation or the client's partial withdrawal from the contract and the partial cancellation of the reservation or non-attendance of the stay. The bank charges related to the refund of the price of the stay are borne by the client.

Special Provisions

In the case of specific client requests or interest in booking additional services, the client is entitled to contact the reception of the pension by phone at: +421, or by email at twin@penziontwin.sk.

Claims Procedure

In exercising responsibility for defects in the services sold and provided by the pension, the rights and obligations of the client and the pension are governed by this claims procedure. If a service is defective due to faulty room equipment or if the equipment is damaged, the client has the right to make a complaint. A defect is not considered to exist if the client's expectations were not met, but the service is not impaired by a quality defect.

If the client discovers that the service has a defect, they must not continue to use the service and are obliged to inform an authorized employee of the pension about the defect immediately. The right to claim the service expires if it has not been exercised no later than 6 months from the provision of the service. The client must present all relevant documents regarding the provision of the service in which they assert the defect when making a complaint. The pension will issue a confirmation to the client regarding the complaint. Defects that can be removed are considered to be defects that do not impair the quality and properties of the service. If a service has a removable defect, the client has the right to have it removed properly, free of charge, and without delay. Irremovable defects are those that cannot be removed. In the case of irremovable defects that prevent the proper use of the service, the client has the right to 1) re-provision of the service, 2) alternative accommodation, if possible, or 3) the right to withdraw from the contract before accommodation and to have the paid price returned. In the case of irremovable defects that do not hinder the proper use of the service, the client has the right to a reasonable discount from the price of the service.

Based on the client's decision regarding which of the aforementioned rights they are asserting (according to the type of defect), the pension will handle the complaint immediately, or in more complex cases, within 3 working days from the day the complaint is made by the client, or in justified cases within 30 days from the day the complaint is made. The pension will issue a document to the client regarding the handling of the complaint, no later than 30 days from the day the complaint is made.

Dispute Resolution

If the pension does not fulfill the request of a client who is a consumer for a remedy regarding the complaint handling procedure or does not respond to the client within 30 days from the day it was sent, or if the client believes that the pension has violated their consumer rights, they have the right to submit a proposal for the initiation of alternative dispute resolution to an alternative dispute resolution entity in

accordance with Section 12 of Act No. 391/2015 Coll. on Alternative Consumer Dispute Resolution and on the amendment and supplement of certain laws.

The relevant entity for alternative consumer dispute resolution is a legal entity registered in the list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic (the list of these entities is published on the Ministry's website www.mhsr.sk) or the client may use the European online platform for alternative dispute resolution available on the web portal www.ec.europa.eu/consumers/odr/.

The client has the right to choose which of the above-mentioned alternative consumer dispute resolution entities to approach. More information on alternative consumer dispute resolution can be found on the websites of the Ministry of Economy and the Slovak Trade Inspection.

Any disputes arising from these GTC and the Contract will be resolved by the competent court in the Slovak Republic, which will decide on the dispute according to the chosen governing law, which is the Slovak legal order.

Final Provisions

These GTC and the legal relationships arising from them are governed by the legal order of the Slovak Republic.

If any provision of these GTC is or becomes invalid, ineffective, or unenforceable, such invalidity or ineffectiveness does not affect the validity and effectiveness of the other provisions of these GTC.

These GTC come into force and effect on November 1, 2023.

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