

**General Terms and Conditions of BoYaSTAR GmbH (CNR 324123b)  
for the Short-term Rental of Holiday Apartments**

Version dated 1<sup>st</sup> July 2025 with a total of 4 (four) pages

**1. General; field of application**

- 1.1 The following General Terms and Conditions for the Short-term Rental of Holiday Apartments govern the mutual relationships between the client and BoYaSTAR GmbH, Oberes Vand 152, 6793 Gaschurn, Austria, registered in the commercial register of the Feldkirch Regional Court (Austria) under CNR 324123b (hereinafter referred to as "BoYaSTAR"). Any special terms and conditions of BoYaSTAR are unaffected by these General Terms and Conditions.
- 1.2 The General Terms and Conditions apply exclusively to the short-term rental of holiday apartments owned by BoYaSTAR to regularly changing guests. The valid version on the date of the conclusion of any contract is authoritative.
- 1.3 The General Terms and Conditions for the Short-term Rental of Holiday Apartments, which have been demonstrably brought to the knowledge of the client and guests, also apply in respect of all future similar transactions between the contracting partners, i.e. even where these General Terms and Conditions have not been expressly designated as a constituent part of the contract in the individual case.

**2. Cost estimate; conclusion of contract**

- 2.1 Cost estimates of BoYaSTAR are subject to change and are not binding. A guarantee of accuracy is expressly not given. Any cost estimate which is, by way of an exception, designated as binding does not represent a binding offer to conclude a contract. BoYaSTAR will abide by the conditions of any cost estimate that is designated as binding for 30 (thirty) days from the date stated on the cost estimate.
- 2.2 The contractually agreed scope of services for an order placed with BoYaSTAR shall be the short-term rental of holiday apartments, any allocated storage rooms, parking spaces for vehicles (hereinafter collectively referred to as the "Rented Property"), together with the furnishings and household effects contained therein, as well as any ancillary services provided in this context. The contract must be in writing. If the contract is not concluded in a standard document signed by the parties, the contract is concluded by means of the client's written offer (order placement) and confirmation by BoYaSTAR of the order, constituting acceptance of the corresponding offer.
- 2.3 If the content of the order confirmation deviates from the content of the cost estimate, the content of the order confirmation represents the authoritative basis of the contract and, provided that the client is not a consumer within the meaning of the Austrian Consumer Protection Act (hereinafter referred to as "KSchG"), constitutes a new cost estimate.

**3. Contractual performance and withdrawal**

- 3.1 The place of performance for the contractual service is the Rented Property let by BoYaSTAR, unless the contracting partners expressly agree otherwise.
- 3.2 The contractual service begins at 16:00 hours on the agreed day of arrival of the guests and ends at 10:00 hours on the agreed day of departure of the guests, unless expressly agreed otherwise between the contracting partners.
- 3.3 BoYaSTAR is not liable if it is unable to comply with the agreed contractual performance as a result of force majeure, defective or untimely completion of a contractual service by commissioned third parties or other events that cannot be prevented by BoYaSTAR (e.g. strike, official decree). However, BoYaSTAR must inform the client thereof immediately. In this case, BoYaSTAR is entitled to withdraw from the contract, which must be declared in writing (e.g. letter, e-mail) and which only obliges it to repay any down payments it has received without interest.
- 3.4 The client also has a right of withdrawal as a result of force majeure or other events that cannot be prevented by the client (e.g. road closure due to avalanche danger). However, the client must notify BoYaSTAR of this immediately in writing (e.g. letter, e-mail). In this case, the client is entitled to reclaim any down payments made without interest.

- 3.5 If the client withdraws from the contract for reasons other than those stated in clause 3.4, he must inform BoYaSTAR of this in writing (e.g. letter, e-mail) and as early as possible. In this case, the client is obliged to compensate BoYaSTAR for the following expenses and loss of rent:
- 3.5.1 In the event of withdrawal from the contract more than 30 (thirty) calendar days prior to commencement of the contractual service, BoYaSTAR will in principle not demand any reimbursement of loss of rent from the client;
  - 3.5.2 if the contract between the client and BoYaSTAR is only concluded within 30 (thirty) calendar days prior to the commencement of the contractual service, BoYaSTAR will in the event of withdrawal in principle not demand any reimbursement of loss of rent from the client within 24 (twenty-four) hours of the conclusion of the contract - thereafter the provisions of clauses 3.5.3 to 3.5.5 also apply in the event of withdrawal from the contract;
  - 3.5.3 in the event of withdrawal from the contract between 30 (thirty) and 8 (eight) calendar days prior to commencement of the contractual service, BoYaSTAR shall be entitled to 50 (fifty) percent of the rental price agreed with the client as reimbursement of loss of rent;
  - 3.5.4 in the event of withdrawal from the contract less than 8 (eight) calendar days prior to commencement of the contractual service and also in the event of non-appearance of the guests on the day of arrival, BoYaSTAR shall be entitled to 100 (one hundred) percent of the rental price agreed with the client as reimbursement of loss of rent;
  - 3.5.5 in the event of withdrawal from the contract during the performance of the contractual service (e.g. premature departure), BoYaSTAR shall in principle be entitled to 100 (one hundred) per cent of the remuneration agreed with the client as reimbursement of expenses and loss of rent.
- 3.6 The notice of withdrawal must be sent to: BoYaSTAR GmbH, Oberes Vand 152, 6793 Gaschurn, Austria or E-mail: office@boyastar.com

#### **4. Note on the Online and Distance Selling Act**

- 4.1 Even if the client is a consumer within the meaning of section 1 of the KSchG and has concluded his contractual declaration using exclusively one or more means of distance communication, there is an exception to the right of withdrawal in this respect pursuant to section 18 (1) (10) of the Austrian Online and Distance Selling Act (FAGG).

#### **5. Remuneration; payment procedures**

- 5.1 The prices shown on the order confirmation from BoYaSTAR apply in each case for the contractual services, e.g. for the rental and the individual ancillary services as well as for public fees (e.g. guest tax) and charges. BoYaSTAR is entitled to issue invoices and, if necessary, interim invoices in accordance with the progress of work, and to demand payment on account in full. The remuneration is in each case due for payment by the client within 10 (ten) days from the date of invoice and without any deductions (e.g. bank charges) with an invoice from BoYaSTAR that complies with the Austrian Value Added Tax Act (UStG).
- 5.2 Any cash expenses, out-of-pocket expenses, travel expenses, reimbursement of expenses for business trips with motor vehicles, etc. shall be additionally reimbursed by the client after invoicing by BoYaSTAR and shall be due for payment immediately without any deductions. If the client is a consumer within the meaning of KSchG, BoYaSTAR must expressly inform the consumer in advance of the costs additional to the contractual service. Invoices may only be presented with the prior approval of the consumer.
- 5.3 All prices are in Euro (EUR), unless stated otherwise.
- 5.4 Payments are fulfilled by transfer by the client exclusively to the bank account specified by BoYaSTAR on the respective invoice. BoYaSTAR does not accept bills of exchange or cheques.
- 5.5 In the event of the non-payment of invoices on account or interim invoices, BoYaSTAR is released from its obligation to provide further services. However, this shall not affect the assertion of further claims resulting from the non-payment.
- 5.6 Any counterclaims of the client that are due for payment may only be set off against remuneration claims of BoYaSTAR if BoYaSTAR has acknowledged the counterclaim in writing or if the counterclaim has been the subject of a final and conclusive court judgement. All payments to BoYaSTAR will in the first instance be used to settle interest and costs, and then to settle BoYaSTAR's oldest outstanding claim; any other use to the contrary shall be disregarded.

- 5.7 If payment by the client is more than 10 (ten) days in arrears, despite written warning from BoYaSTAR, BoYaSTAR may, in addition to or instead of the rights to which it is entitled by law, either make an early call for client payments falling due at a later date, demand the provision of security by the client or charge late-payment interest from the date of default at a rate of 9.2 (nine point two) percentage points above the reference interest rate set by the Oesterreichische Nationalbank and applicable at that time pursuant to Section 456 of the Austrian Commercial Code (UGB), or 4 (four) percent for consumers within the meaning of Section 1 KSchG, plus any VAT payable thereon. In the event of late payment, the reimbursement of all dunning and collection costs is deemed to be agreed.

## **6. Electronic invoicing**

- 6.1 BoYaSTAR may choose to present invoices to the client in electronic form. The client expressly agrees to BoYaSTAR presenting invoices in electronic form.

## **7. House rules; subletting or passing on; keeping animals**

- 7.1 The valid version of the house rules is demonstrably brought to the attention of the client or the guests by posting or handing over on the day of arrival at the latest. They form an integral part of the contract concluded.
- 7.2 The client and the guests are not permitted to make the rental right, the Rented Property, parts thereof or the furnishings and household effects contained therein, available to other persons who are not recorded by BoYaSTAR in the Guest Registration Form, either in return for payment or free of charge, or to pass them on in any other way.
- 7.3 Bringing and keeping pets is only permitted after prior consultation with BoYaSTAR. This also applies to visitors to the client and guests. BoYaSTAR may demand special remuneration for the accommodation of pets.
- 7.4 The breach by the client or the guests of the provisions set out in the clauses 7.1 to 7.3 entitles BoYaSTAR to immediately terminate the contractual relationship prematurely and to assert legal claims, in particular for damages.

## **8. Liability; compensation**

- 8.1 BoYaSTAR shall only be liable to the client or guests for damages - except for personal injury - in the event of gross default (intent or gross negligence). Furthermore, BoYaSTAR shall not be liable for the loss of items or valuables brought in by the client or guests through no fault of its own, for loss of profit, for indirect damage and/or consequential damage. This also applies mutatis mutandis to damages attributable to third parties.
- 8.2 If the client is not a consumer within the meaning of KSchG, the client may only launch legal action for compensation within 6 (six) months of becoming aware of the loss or damage and the party responsible for it, and at the latest 3 (three) years of the event giving rise to the claim.
- 8.3 If the client is not a consumer within the meaning of the KSchG, the client must in each case provide evidence that the damage is attributable to fault on the part of BoYaSTAR itself or third parties called in by it.
- 8.4 If BoYaSTAR provides the contractual service with the assistance of third parties and warranty and/or liability claims arise against these third parties in this connection, BoYaSTAR assigns these claims to the client. In this case, the client will give priority to these third parties.
- 8.5 The client and the guests are liable to BoYaSTAR for damage to the Rented Property, the furnishings and household effects contained therein as a result of wilful or grossly negligent damage, exceptional soiling due to non-careful treatment and the loss of items owned by BoYaSTAR for which they are responsible. In these cases, claims for damages by BoYaSTAR are limited, at its discretion, to the reasonable costs of complete repair or cleaning or equivalent replacement.
- 8.6 With regard to animal owner liability, reference is made to Section 1320 (1) of the Austrian Civil Code (ABGB): If someone is damaged by an animal, the person who drove, provoked or neglected to keep the animal under control is responsible. The person who keeps the animal is responsible unless he can prove that he took the necessary precautions to keep or supervise the animal.

## **9. Data protection**

- 9.1 BoYaSTAR is entitled to process the personal data entrusted to it within the context of the purpose of the contractual relationship. Insofar as the client is not a consumer within the meaning of the KSchG, the client warrants to BoYaSTAR that all necessary measures have been taken for this purpose, in particular those within the meaning of the Austrian Data Protection Act (DSG), such as declarations of consent from the persons concerned.

## **10. Duration of the contract**

- 10.1 The contract will normally end when the agreed services have been rendered in full.
- 10.2 Irrespective of this, either party may terminate the contract for good cause at any time by either party, without observing any period of notice. Good cause exists in particular:
  - 10.2.1 If a contracting partner breaches an important contractual obligation, or
  - 10.2.2 if insolvency proceedings are instituted against a party, or if a petition for bankruptcy is rejected for lack of assets to cover the costs.

## **11. Final provisions**

- 11.1 The contracting partners confirm that they have conscientiously and truthfully provided all information required within the framework of the business relationship and undertake to notify each other immediately of any changes.
- 11.2 BoYaSTAR reserves the right to amend the General Terms and Conditions for the Short-term Rental of Holiday Apartments. Changes to the contract and/or these General Terms and Conditions for the Short-term Rental of Holiday Apartments must be made in writing, as must any waiver of this formal requirement. BoYaSTAR shall notify the client and the guests of any amendments in writing and the client - with the exception of consumers within the meaning of the KSchG - shall be deemed to have approved them without written objection within 30 (thirty) days. No verbal side-agreements have been entered into.
- 11.3 Subject to the provisions in clause 5.6 above, offsetting of counterclaims of any kind against claims of BoYaSTAR is not permitted.
- 11.4 If any individual provisions of the contract with the client, including these General Terms and Conditions for the Short-term Rental of Holiday Apartments, should be or become invalid, either wholly or in part, the validity of the other provisions is not affected. The wholly or partially invalid regulation will be replaced by a provision whose economic purpose approximates as closely as possible that of the invalid provision.
- 11.5 Substantive Austrian law applies to any contract and all legal relationships between the client and BoYaSTAR, to the exclusion of the conflict-of-law rules under international private law. The provisions of United Nations Convention on Contracts for the International Sale of Goods do not apply. If the client is a consumer within the meaning of KSchG, the applicable substantive law shall be determined by the statutory provisions.
- 11.6 The place of jurisdiction shall be determined in accordance with the mandatory statutory provisions. Except where these do not apply, 6793 Gaschurn in Austria shall be the exclusive place of jurisdiction for all proceedings and disputes arising directly or indirectly out of or in connection with a contract, including those concerning its existence or non-existence. BoYaSTAR is nevertheless expressly authorised to enforce its rights at the place of residence/registered office of the client or before any other competent court.