

ARTICLE 1 – SCOPE

These terms of sale apply to all contracts signed by L'HOTEL DES GLACIERS. In reserving or renting a room at L'HOTEL DES GLACIERS, the client agrees to the terms of sale herein. Other documents provided by L'HOTEL DES GLACIERS, including but not limited to brochures and catalogues, are not contractually binding. These terms of sale supersede any and all other terms, unless L'HOTEL DES GLACIERS formally and expressly waives the terms herein. Therefore, any terms set forth by the client shall not be binding on L'HOTEL DES GLACIERS unless L'HOTEL DES GLACIERS expressly accepts any such terms, regardless of when L'HOTEL DES GLACIERS becomes aware of these terms.

ARTICLE 2 – FORMATION OF CONTRACT

A reservation or rental agreement signed with L'HOTEL DES GLACIERS will be considered the special terms that modify or supplement the terms of sale herein.

ARTICLE 3 – RESERVATIONS

Deposits: Reservations will only be considered firm when a deposit of at least the amount of the first night's stay and 30% of the total amount of the accommodation and meals reserved has been paid. The deposit will be deducted from the final amount due at the end of the stay. The deposit may be paid by any of the following methods at the client's discretion: check drawn on a French bank or credit card.

- 3.1 The client making the reservation is assumed to be the occupant of the rooms or apartments rented. However, if the client making the reservation is not the occupant of the rooms or apartments rented, the client agrees to inform the hotel at the time the reservation is made and to inform the hotel within one week of the arrival date the exact number and identities of the occupants.
- 3.2 In any event, the client agrees to provide L'HOTEL DES GLACIERS with the exact number and identities of the occupants of the rooms or apartments rented no later than one week prior to the arrival date.

ARTICLE 4 – RATES

4.1 Amount The total cost of the stay, including rooms at L'HOTEL DES GLACIERS plus the cost of any additional services (meals, use of facilities, etc.) is set forth in the special terms. However, it is expressly agreed that the room tax is to be paid by the client in addition to the total cost of the stay.

4.2 Payment terms**4.2.1 Conditions relative to the client**

An invoice will be issued by L'HOTEL DES GLACIERS as soon as the reservation contract is signed. The reservation contract will be sent to the client immediately.

The client agrees to pay 30% of the total cost of the stay within six (6) days of the date at which the reservation contract is sent (date of postmark) as a deposit. The balance must be paid no later than 30 (thirty) days before the arrival date.

The client may choose from the following payment methods:

- credit card
- bank check in euros drawn on a French bank account and made out to l'Hôtel des Glaciers
- bank transfer to the following account: (**HOTEL BANK DETAILS**)

For bank transfers, all bank fees must be paid by the client. If any of the payments mentioned above are not received by the due dates, the reservation will be cancelled automatically.

4.2.2 Applicable terms in the event that no prior reservation is made

In the event that the client has not made a prior reservation, the total cost of the rooms rented and additional services purchased must be paid no later than on the last day of the client's stay. The client may use any of the payment methods mentioned above.

4.3 Rate changes L'HOTEL DES GLACIERS reserves the right to change its rates unilaterally in order to take into account variations in any factors independent of the services provided by L'HOTEL DES GLACIERS and, notably, changes in any taxes levied by the French government.

ARTICLE 5 – CANCELLATIONS

5.1 If the reservation is cancelled or in the event of a no-show, L'HOTEL DES GLACIERS will issue a refund of any payments made less the following cancellation penalties:

If the reservation is cancelled:

More than 30 before the arrival date.....	30% of the total cost of the stay
From 15 to 30 days before the arrival date.....	50% of the total cost of the stay
Less than 15 days before the arrival date.....	100% of the total cost of the stay

The hotel must be notified of cancellations by registered letter with return receipt sent to the head office of L'HOTEL DES GLACIERS. The parties expressly agree that the date the cancellation letter is received will be used to determine the effective date of the cancellation. In the event that a third party cancels on behalf of the client that made the reservation, the written authorization of the client that made the reservation must be included with the cancellation letter. If it is not included, the cancellation request will not be considered valid.

In any case, any full or partial refund issued will be paid only to the person that made the reservation.

5.1 Trip cancellation insurance: The client may purchase trip cancellation insurance to cover cancellations due to major events such as illness or accidents. To do this, the client should refer to the terms of the trip cancellation insurance policy, available upon request. If the client has purchased trip cancellation insurance, he or she must inform L'HOTEL DES GLACIERS by the quickest means possible (such as by fax or telegram) as soon as the event resulting in cancellation of the trip occurs, or, at the latest, within 48 hours of the event; the client must also inform the insurance company within five (5) business days of becoming aware of the event by letter sent to ACE ASSISTANCE at +33 (0) 1 40 25 57 25 including the following reference number: 610782/010153.

ARTICLE 6 – INTERRUPTION OF STAY DURING THE PERIOD RESERVED

If the client interrupts the trip for whatever reason, no refunds or credits of any kind will be issued.

ARTICLE 7 – CHANGES TO RESERVATIONS

The client may make changes to the room or apartment reservation free of charge subject to availability. If the two conditions mentioned above are not met, any changes to the reservation will be subject to mutual agreement by the parties. Any changes to reservations for meals or special events are subject to an additional charge. At a minimum, meals will be charged according to the number of persons in the party as indicated during the initial reservation. Additional members will incur an additional charge. Any changes to reservations including full or half board will result in billing for individual food and beverage items rather than being invoiced at a fixed price for the entire duration of the stay.

ARTICLE 8 – USE OF ROOMS BY CLIENT

Room and apartment rentals at L'HOTEL DES GLACIERS are subject to the usual and lawful terms and conditions and, notably, those stated below, which the client agrees to strictly abide by:

- 8.1 The client is presumed to have received the room rented in flawless condition.
- 8.2 Repairs, such as in the event of an accident or other incident resulting in the shutting down or malfunctioning of any of the equipment or facilities in the rooms and apartments rented or, more generally, at L'HOTEL DES GLACIERS, and including the water, gas and electrical equipment and fireplaces, will not result in the payment of compensation to the client or in a reduction of the price of the room or other services.
- 8.3 The client must inform L'HOTEL DES GLACIERS immediately of any leaks, short-circuits or other incidents so that the appropriate measures may be taken in time to prevent any damage.
- 8.4 The client agrees to follow the rules and regulations of L'HOTEL DES GLACIERS and the fire instructions posted in the rooms or apartments rented.
- 8.5 Under no circumstances will L'HOTEL DES GLACIERS be held liable for the theft of items of value left in the rooms or apartments rented. Therefore, the client may not claim compensation or damages from L'HOTEL DES GLACIERS due to theft.

ARTICLE 9 – LIABILITY OF L'HOTEL DES GLACIERS

9.1 L'HOTEL DES GLACIERS may be held civilly liable under ordinary law.

9.2 Nevertheless, the parties expressly agree that in order for the civil liability of L'HOTEL DES GLACIERS to be called into question, a letter stating the points of the claim must be sent to L'HOTEL DES GLACIERS by registered letter with return receipt. This letter must be sent within two weeks from the end date of the stay in question. Once this two-week deadline has expired, no claims may be made.

- 9.3 L'HOTEL DES GLACIERS shall not be held liable in the event of force majeure, for the actions of third parties not employed by L'HOTEL DES GLACIERS, or for the inadequate performance of the contract by fault of the occupant of the rooms or apartments rented or the person that made the reservation.
- 9.4 It is expressly agreed that if the client is unable to get to L'HOTEL DES GLACIERS because the Lautaret pass or any other road used by the client is closed due to bad weather, this shall be irrefutably considered force majeure.
- 9.5 For technical reasons, due to maintenance, health or safety concerns, unannounced closings, changes in opening hours, weather conditions, or for other reasons, some activities may be closed or unavailable. Such closings or changes shall not result in any refunds nor shall L'HOTEL DES GLACIERS be held liable if any of the activities offered are unavailable.

ARTICLE 10 – LIABILITY OF THE PERSON MAKING THE RESERVATION

10.1 The person making the reservation may be held civilly liable under ordinary law.

10.2 Nevertheless, it is expressly agreed that the person making the reservation is jointly and severally liable to L'HOTEL DES GLACIERS for damage of any nature caused by the occupant of the rooms and apartments rented as well as for any disturbance of other guests of the hotel caused by the occupant.

ARTICLE 11 – LIABILITY OF THE OCCUPANT

11.1 The occupant may be held civilly liable under ordinary law.

11.2 Nevertheless, it is expressly agreed that the client may be held liable for any damage caused to the rooms and apartments rented, which he or she is presumed to have received in good condition, and he or she will be charged for costs of restoring said rooms or apartments to their previous condition.

11.3 It is also agreed that the client may be held liable for any disturbances of other guests of the hotel he or she causes.

11.4 The client agrees to: Use the hotel with care and diligence. Avoid disorderly conduct such as shouting, rowdiness, fighting, or drunkenness. Take responsibility for damage caused by the client, either directly or by persons for whom the client is responsible or due to the client's negligence, including: water damage; cigarette burns; burns or stains on carpets, upholstery, or bedding; broken items; and damage caused by pets. Take responsibility for persons the client brings into the hotel (such as disturbances, offenses, or prostitution).

11.5 Arrivals: The hotel will do everything it can to ensure that rooms are ready in a timely manner. However, please do not expect to check in before 3 p.m. Departures: Rooms must be vacated by 11 a.m.

ARTICLE 12 – NON-PERFORMANCE OF CONTRACT

Subject to the provisions of the articles above, in the event that either of the parties fails to fulfill its obligations and, notably, in the event that the client or the person making the reservation fails to pay any of the amounts due as set forth in this contract, any contracts in effect will be terminated in favor of the other party. No compensation or damages may be claimed from the party that fails to fulfill its obligations.

The contracts shall be terminated one week after official notification is sent to the party that failed to fulfill an obligation if no action is taken by the party to remedy the situation.

ARTICLE 13 – JURISDICTION

Any disputes relative to or arising from any contract signed by L'HOTEL DES GLACIERS, even in the event of action to enforce a guarantee or if there are multiple respondents, shall be brought before the courts in the locality of the head office of L'HOTEL DES GLACIERS.

ARTICLE 14 – APPLICABLE LAW

All of the clauses of these terms of sale and all of the transactions covered by these terms of sale are subject to French law.

ARTICLE 15 – GOVERNING LANGUAGE

The governing language of these terms of sale is French. Only the French version of these terms of sale is legally binding. Any disputes arising from these terms of sale shall be resolved with reference to the French version. The English translation of these terms of sale is provided for information purposes only.

ARTICLE 16 – OTHER – PETS

L'HOTEL DES GLACIERS accepts pets as long as they are not aggressive or dangerous.

The client agrees that L'HOTEL DES GLACIERS has the sole discretion to determine whether or not a pet is aggressive or dangerous and, as a result, has the right to allow the pet to stay at the hotel or not.

In any case, pets are strictly prohibited in the dining room, the fitness center or at the pool.

Pets must be kept on a leash in the common areas of L'HOTEL DES GLACIERS.

ARTICLE 17 – CLAIMS

Claims will not be considered unless submitted in writing and sent by registered letter to L'HOTEL DES GLACIERS within two weeks of the departure date.

ARTICLE 18 – CLIENT'S ACCEPTANCE

The client, occupant and/or the person making the reservation are fully aware of and expressly agree to and accept these terms of sale and the special terms and rates of L'HOTEL DES GLACIERS. Therefore, the client, occupant and/or the person making the reservation agree that these terms of sale and the special terms and rates of L'HOTEL DES GLACIERS supersede any and all other documents. In confirming the reservation, the client agrees to these terms of sale without reservation. Confirmation of the reservation must be sent to the hotel in writing. The failure to adhere to any of the clauses in this contract will result in the immediate termination of the contract and no compensation or damages will be paid to the person making the reservation.