

GENERAL CONDITIONS OF SERVICES

Applicable to any reservation as of 01st May 2025.

The English version of the General Conditions of Services is given as an indication. In case of discrepancy between the French version and the English version, the first one named will take precedence.

ARTICLE 1 - Scope of application and enforceability

These General Conditions of Services apply, unless otherwise agreed in writing between the Client and OPUS, to all the services provided (hereinafter the "Contract") by OPUS SASU, with a capital of 10,000 euros, whose registered office is at Les Grangeriaies, Saint-Martin-de-Belleville, 73440 Les Belleville, France, registered with the Chambéry Trade and Companies Register under number 878274224, intra-community VAT number FR44 878274224 (hereinafter "OPUS") from any purchaser outside a travel agency and professionals who have entered into a general agreement with OPUS (hereinafter the "Client (s)"), subject however to the specific provisions applicable to each of the categories indicated), professionals, non-professionals or consumers, wishing to benefit from the services offered by OPUS (hereinafter the "Service (s)") remotely on the website accessible via the following url link: www.lodji.fr (hereinafter the "Site").

The General Conditions of Services are accessible at any time on the Site and will prevail, where applicable, over any other version. The version applicable to the Contract concluded with the Client is that which is in force on the date of reservation. They will in any case be attached to the confirmation of the reservation sent on a durable medium to the Customer.

ARTICLE 2 - Services offered

The main characteristics of the Services offered on the Site and in particular the dates of availability, access to the wellness area and the gym or other services included in the offer, and the price are presented during the reservation process. The Customer is required to read them before any reservation request. These characteristics, presented in French and English, will be confirmed at the latest before the reservation by the Customer.

ARTICLE 3 - Booking process

The reservation is made on the Site or by means of any written communication (email, mail, fax).

To book, the Customer must first choose between booking a room or an apartment. He is referred to the contact forms through which he must enter his name, email address as well as the desired main characteristics of the proposed Service.

OPUS communicates by email to the Customer the main characteristics of the Services which correspond to the Customer's requests, namely:

- the tourist category of accommodation;
- the number of overnight stays;
- meals provided;
- visits, excursions and other services included in the total price;
- in the event that OPUS offers a tourist service based on effective verbal communication, it specifies the language in which this service will be provided;

- the terms of payment, including the amount to be paid as a deposit and the schedule for payment of the balance;
- the total price including taxes;

OPUS also provides general information on whether the stay is suitable for people with reduced mobility and, at the Customer's request, precise information on the suitability of the stay to the Customer's needs.

The Customer ensures that he has provided, under his responsibility, the exact and complete information required, in particular the elements related to his identification, the period of stay or the number of people to stay. OPUS cannot be held responsible for any Customer errors and the consequences that may result from them. It reserves the right to make the Customer bear the costs resulting from incorrect information communicated by the Customer.

The Customer has the possibility to check the details of his Service reservation, its total price and to correct any errors before confirming his acceptance. It is their responsibility to verify the accuracy of the reservation and to immediately report or rectify any errors.

The registration of a Service reservation is made when the Customer sends the confirmation of the availability of the room or apartment, and the reservation is accepted by OPUS. Written confirmation that their reservation has been taken into account is sent to them as soon as possible by OPUS (email, mail, fax).

In addition to the main features of the Service, the booking confirmation must state the Customer's specific requirements which have been accepted by OPUS.

OPUS reserves the right to cancel or refuse any reservation from a Client with whom there is a dispute relating to the payment of a previous reservation.

ARTICLE 4 - Price and terms of payment

Prices are indicated inclusive of all taxes (VAT included) on the service offer and booking confirmation, and are quoted per room or per apartment, based on the number of guests and the duration of the stay selected by the Client. Applicable taxes are those in effect on the booking date.

The price of the Service may only be modified if specific costs increase and if such a possibility is explicitly stipulated in the Contract. In any event, the price may not be modified less than twenty (20) days prior to the commencement of the Service. Should the price increase exceed 8% of the total amount, the Client shall have the right to terminate the Contract. Conversely, the Client shall be entitled to a price reduction if the corresponding costs decrease.

In the case of a "flexible" or "early-booking" rate, in order to validate the reservation, the Client must pay a deposit amounting to 50% of the total booking amount (excluding tourist taxes), either by bank transfer or via a secure online payment link sent by email. The balance must be paid no later than 30 days before the Client's arrival (or the arrival of the persons benefiting from the Service). If the reservation is made less than 30 days before the stay, the full amount will be due at the time of booking. Failure to pay the balance at least 25 days prior to arrival shall result in the automatic termination of the Contract at the Client's fault, and any outstanding amounts shall remain due to OPUS.

For a “non-refundable” rate, the Client must pay 100% of the total booking amount (excluding tourist taxes) to validate the reservation, either by bank transfer or via a secure online payment link sent by email.

Payments made by the Client shall only be considered final once OPUS has effectively received the funds. An invoice shall be sent to the Client by email on the day the deposit is paid. A final invoice will be issued and delivered to the Client upon full payment of the Service, referencing the deposit invoice.

Any failure to make full or partial payment shall result in the application, without the need for prior notice, of a late penalty equal to three (3) times the legal interest rate applicable from the day following the due date.

Where the Client is a professional, any failure to pay by the due date shall also entail a fixed compensation of €40 for recovery costs. If the actual recovery costs exceed this flat-rate compensation, OPUS may seek additional reimbursement, upon presentation of supporting documentation.

Where the reservation is made by a third party (i.e. someone other than the person who will use the Service), the subscribing party must provide OPUS with written confirmation that they accept responsibility for payment. This written confirmation must be accompanied by a copy of an identity document.

ARTICLE 5 - Residences - Warranty

As a warranty when you rent your residence, an amount of 1000€ will be blocked on the credit card of your choice, in the form of pre-authorization. No debit request would be made. Taking possession of the premises will not be possible without the prior blocking of the warranty mentioned above. The warranty will be blocked in the 7 days preceding the date of arrival and unblocked in the 7 days following your departure. Deductions might be made in case of damage and/or non-payment of due sums.

ARTICLE 6 - Assignment of contract

The Customer may assign the Contract to a third party satisfying all the conditions applicable to the Contract, subject to a 7 days notice to OPUS.

The initial Customer and the transferee are jointly responsible for the payment of the price as well as any costs, fees or other additional costs occasioned by this transfer. OPUS informs the transferor of the real costs of the transfer.

ARTICLE 7 - Resolution

In the case of a “flexible” rate for hotel rooms (Superior, Deluxe Balneo, or Balneo Suite categories), the Client may terminate the Contract at any time before the Service begins. However, OPUS may retain the deposit paid by the Client according to the following schedule: up to 60 days before the arrival date, cancellation is free of charge; between 60 and 30 days before arrival, 100% of the deposit shall be retained; from 30 days before arrival, or in the event of a no-show or shortened stay, 100% of the total stay will be due.

For a “flexible” rate applicable to chalets and apartments, the Client may cancel the reservation without charge within 48 hours of receiving confirmation. After this period, the Client may still terminate the Contract at any time prior to the commencement of the Service, however OPUS will retain the deposit paid under the following terms: from 48 hours after confirmation until

30 days before arrival, 100% of the deposit (i.e. 50% of the total stay) shall be retained; from 30 days before arrival, or in the case of a no-show or shortened stay, 100% of the total stay shall be due.

In the case of a “non-refundable” or “early-booking” rate, the Client may cancel the reservation without charge within 48 hours of confirmation. After this period, the Client may notify OPUS of their intention not to proceed with the Service. However, no refund will be made, and all amounts due shall remain payable. If the Client who booked under an “early-booking” or “flexible” rate decides to cancel their stay before paying the remaining balance due 30 days before the Service begins, OPUS reserves the right to demand payment of the outstanding amount and to initiate legal recovery proceedings if necessary.

For “flexible” and “early-booking” rates, failure to pay the balance by 25 days before arrival shall result in the automatic termination of the Contract at the Client’s fault.

The Client may choose to take out cancellation insurance to cover cancellation fees under certain conditions (see insurance policy, via OPUS’s partner Safe Booking). This insurance is subscribed directly by the Client, without OPUS’s involvement.

OPUS may terminate the Contract at any time before the Service begins, refunding the Client double the deposit already paid, except in cases explicitly provided for under the French Tourism Code.

In the event of exceptional and unavoidable circumstances occurring near OPUS’s premises, the Client may terminate the Contract without charge before the Service begins, if such circumstances significantly affect the performance of the Contract. Likewise, if OPUS is prevented from fulfilling the Contract due to such exceptional and unavoidable circumstances, it must notify the Client of the termination as soon as possible and fully refund any payments already made by the Client.

Where a non-conformity significantly disrupts the provision of the Service and OPUS does not remedy it within a reasonable period set by the Client, the Client may terminate the Contract without paying termination fees, and may request a price reduction or, in the case of distinct damage, compensation for the harm suffered.

Summary Table of Booking Conditions

| Rate Type | Payment at Booking | Balance Due | Free Cancellation | Cancellation Fees | Special Conditions |
|-------------------------------|--------------------|------------------------|--------------------------------------|---|---|
| Flexible – Hotel Rooms | 50% (deposit) | 30 days before arrival | Up to 60 days before arrival | D-60 to D-30: 50% of stay (deposit retained) Less than Day 30: 100% of stay | Contract automatically terminated if balance unpaid at D-25 |
| Flexible – Chalets/Apartments | 50% (deposit) | 30 days before arrival | Within 48 hours of confirmation only | After 48h to D-30: 50% of stay (deposit retained) Less than Day 30: 100% of stay | Contract automatically terminated if balance unpaid at D-25 |

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|-----------------------|-----------------------------|------------------------|--------------------------------------|--|--|
| Early-booking | 50% (deposit) | 30 days before arrival | Within 48 hours of confirmation only | No refund after 48h Balance remains payable even if stay is cancelled | Preferential rate. Binding commitment after 48h Contract automatically terminated if balance unpaid at D-25 |
| Non-refundable (NANR) | 100% (full advance payment) | N/A | Within 48 hours of confirmation only | No refund after 48h | Full payment at booking. No changes or refunds after 48h |

ARTICLE 8 - Booking, payment and resolution conditions for "group" bookings of 15 rooms or more.

For reservations of 15 rooms or more, the following conditions apply.

Booking and payment conditions:

A deposit of 50% of the total amount is required at the time of booking.

The balance is due 90 days before arrival.

Cancellation policy :

In the event of cancellation, 50% of the reservation amount is retained up to 90 days before the arrival date.

If the cancellation is made less than 90 days before the arrival date, the full amount of the stay is due.

ARTICLE 9 - Force majeure

Each of the parties may not be held responsible for the absence or delay in the performance of all or part of the Contract due to an event of force majeure, if it meets the conditions required to qualify force majeure such as specified in article 1218 of the Civil Code.

If the impediment is final, the Contract is automatically terminated and the parties are released from their obligations in accordance with the law. If the impediment is temporary, the case of force majeure suspends the obligations arising from the Contract for the duration of its existence. However, if the case of force majeure had a duration of more than 7 consecutive days, it would give rise to the right to the automatic termination of the Contract by one or the other of the parties eight days after the first presentation of a registered letter with acknowledgment of receipt, notifying this decision.

ARTICLE 10 - Compliance

The Customer shall inform OPUS as soon as possible of any non-conformity noted during the performance of the Service. OPUS undertakes to remedy any non-conformity noted, unless this is impossible or involves disproportionate costs, taking into account the importance of the non-conformity and the value of the Service.

The Customer may request a price reduction if OPUS is unable to remedy the non-conformity.

When a significant part of the Service cannot be provided as specified in the Contract, OPUS will offer, at no extra cost to the Customer, other appropriate services, if possible of equal or higher quality than those specified in the Contract, for the continuation of the Contract. If the other services offered result in a stay of lower quality than that specified in the Contract, OPUS will grant the Customer an appropriate price reduction.

The Customer may only refuse the other services offered if they are not comparable to what was provided for in the Contract, or if the price reduction granted is not appropriate.

If it proves impossible to offer other services or if the Customer refuses the other services offered, the Customer is entitled, where appropriate, to a price reduction and, in the event of separate damage, to damages without rescission of the Contract.

ARTICLE 10.1 - Private spa compliance

In the event of prolonged and involuntary malfunction of the customer's private spa during his stay, Opus undertakes to compensate the customer up to €35.00 per day of non-conformity of the private spa service.

In the event of force majeure causing an interruption in the normal operation of one or more pieces of equipment in the wellness area, OPUS declines all responsibility and no compensation will be offered.

ARTICLE 11 - Assistance

At the Client's request, OPUS may also provide him with information relating to health services, local authorities and consular assistance.

In the case of minor Customers unaccompanied by a parent or another authorized person, OPUS communicates to the person concerned the information enabling direct contact to be established with the minor Customers or the person responsible for the minor Customer at the place of stay, i.e. the reception manager.

ARTICLE 12 - Personal data

The personal data collected by OPUS are intended for the proper execution of the Services, compliance with legal requirements, or the establishment of commercial statistics.

Our personal data protection policy is detailed in a document on the Site under the "Privacy policy" tab.

ARTICLE 13 - Telephone canvassing

In order not to be the subject of commercial prospecting by telephone, the Customer can register free of charge on the list of opposition to canvassing by telephone managed by OPPOSETEL SAS, 92-98 Boulevard Victor Hugo - 92110 CLICHY. This list is available at the following address: <http://www.bloctel.gouv.fr/>

ARTICLE 14 - Language

These General Conditions of Services are originally written in French. In the event that they are translated into one or more foreign languages, only the French text will prevail in the event of a dispute.

ARTICLE 15 - Complaints

For any question or complaint relating to the execution hereof, the Customer can contact Customer Service:

- by telephone: +33 4 79 08 92 82 (price of a local call) from Monday to Friday from 9 a.m. to 5.30 p.m. without interruption;
- by mail: 118 rue Notre Dame, LODJI, Saint-Martin-de-Belleville, 73440 Les Belleville, France.
- by email: info@lodji.fr

OPUS undertakes to process complaints as soon as possible.

The Customer is informed that a written complaint will be necessary in the event of subsequent recourse to the mediation provided for below.

ARTICLE 16 - Mediation

Without a resolution of the dispute by the complaints procedure detailed in the article "Complaints" or in the absence of a response from OPUS within two (2) months of the filing of his complaint, the Customer may, within the limit of twelve (12) months from the date of his written complaint, use conventional mediation free of charge with:

- the Tourism and Travel Mediator, whose contact details and referral procedures are available on his website: www.mtv.travel;
- or the online dispute resolution platform: <https://webgate.ec.europa.eu/>

For more information, you can contact OPUS by email at the address indicated in the "Complaints" section.

ARTICLE 17 - Applicable law and attribution of jurisdiction

These General Conditions of Service and the resulting services are subject to French law subject to more favorable mandatory rules of the country of their residence applicable to accommodation services.

The exclusively competent court will be determined in accordance with the rules of common law.

ARTICLE 18 - Dinner package subscription

For the price per person indicated in the offer received, the Customer may choose to have dinners at the hotel on a 3-course basis. This option may be taken out up to the time of check-in at the latest. After this time, it will no longer be possible for the Customer to opt for the "dinners" package, or to waive this option if it has been taken out. Dinners must be taken on all evenings of the stay, and not at random. As dinners are involved, this does not apply to lunch.

ARTICLE 19 - Miscellaneous conditions of use

As the Lodji Hotel is a family hotel with a festive atmosphere and is located in a winter sports resort, background music is played on the terrace from the start of the lunch service. This musical entertainment continues every day until 6:30 p.m., in the form of après-ski dancing on both the slope-side and valley-side terraces.

The private spas on the terraces of the Deluxe Balnéo rooms and the Suite Balnéo are available between 08:30 and 22:00.

As part of our responsible and sustainable approach to the natural environment in which the hotel is located, we try to follow government recommendations for heating our facilities. The temperature in the rooms is set at 21°C - the thermostats allow the customer to set a target of -2°C or +2°C, i.e. between 19°C and 23°C.

The towel dryers are programmed to operate over three daily time slots: from 04:00 to 05:30, from 11:00 to 12:30 and from 19:00 to 20:30.