

GENERAL TERMS AND CONDITIONS

for the Hotel Accommodation Contract

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Landgasthof Hotel Gentner GmbH

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– hereinafter the “Hotel” –

1. Scope of Application

1.1 These terms and conditions apply to contracts for the letting of hotel rooms for accommodation purposes as well as to all further services and deliveries rendered by the hotel to the guest in this connection (hotel accommodation contract). The term “hotel accommodation contract” encompasses and replaces the terms lodging contract, guest accommodation contract, hotel contract and hotel room contract.

1.2 The rental of event and conference rooms, events and the services connected with them are governed by the hotel’s separate general terms and conditions for events, as amended from time to time; for those services they take precedence over the present terms. Where hotel rooms are booked in connection with an event, they form a single booking together with the event services; that booking is governed exclusively by the hotel’s general terms and conditions for events, and not by the present terms.

1.3 The subletting or re-letting of the rooms provided, as well as their use for purposes other than accommodation, require the hotel’s prior consent in text form, whereby Section 540 (1) sentence 2 of the German Civil Code (BGB) is waived insofar as the guest is not a consumer within the meaning of Section 13 BGB. Only natural persons are permitted to stay in the rooms.

1.4 General terms and conditions of the guest apply only if this has been expressly agreed in text form in advance.

1.5 Individual contractual agreements take precedence over these terms and conditions.

2. Conclusion of Contract, Contracting Parties, Revocation, Limitation Period

2.1 The contracting parties are the hotel and the guest. The guest’s booking constitutes an offer to conclude the hotel accommodation contract. The contract is concluded only upon the hotel’s acceptance of that offer; acceptance may be declared expressly, by confirmation in text form or by the provision of the room. A mere confirmation of receipt of the booking does not yet constitute acceptance.

2.2 If a third party (orderer) books for the guest, the orderer and the guest are liable to the hotel as joint and several debtors for all obligations arising from the contract, provided that the hotel has been furnished with a corresponding declaration by the orderer in text form before the guest’s arrival.

2.3 A statutory right of revocation does not exist in the case of contracts for accommodation for a specific period, even where the contract was concluded by means of distance selling (Section 312g (2) no. 9 BGB). In all other respects, the guest’s statutory rights of revocation remain unaffected.

2.4 All claims against the hotel are subject to a limitation period of one year from the statutory commencement of the limitation period. This does not apply to claims for damages and to other claims insofar as the latter are based on an intentional or grossly negligent breach of duty

by the hotel.

2.5 Booking and stay presuppose that the guest is of full age. Minors can be accommodated only if a person with parental authority books together with them, accompanies the stay and assumes the costs, or has declared the assumption of the costs to the hotel in text form. The hotel is entitled to require proof of the guest's age by means of a valid identity document.

2.6 The holding of events of third parties, in particular trade fairs, congresses, sporting or cultural events, does not become the basis of the contract unless this has been expressly agreed in text form. The cancellation, postponement or alteration of such an event entitles the guest neither to withdraw from nor to adapt the contract; clauses 4.3 to 4.6 remain unaffected.

3. Services, Prices, Payment, Set-off

3.1 The hotel is obliged to keep available the rooms booked by the guest and to render the agreed services.

3.2 The guest is obliged to pay the hotel's agreed or applicable prices for the provision of the room and for the further services used by him. This also applies to services commissioned by the guest directly or through the hotel which are rendered by third parties and disbursed by the hotel.

3.3 The agreed prices are inclusive of the taxes and local levies applicable at the time of conclusion of the contract. Local levies which under the respective municipal law are owed by the guest himself are not included. In the event of a change to the statutory value added tax, or of the introduction, alteration or abolition of local levies on the subject matter of the service after conclusion of the contract, the prices shall be adjusted accordingly. In the case of contracts with consumers, this applies only if the period between conclusion of the contract and performance of the contract exceeds four months.

3.4 The hotel may make its consent to a subsequent reduction, requested by the guest, in the number of rooms booked, in the hotel's services or in the length of stay conditional upon an appropriate increase in the price for the rooms and/or for the hotel's other services.

3.5 The agreed accommodation price falls due for payment at the beginning of the stay (Section 556b (1) of the German Civil Code (BGB) in conjunction with Section 549 (2) no. 1 BGB); until payment has been made, the hotel may refuse to provide the room. In all other respects, invoices of the hotel are due for payment without deduction immediately upon receipt. Payment on account after departure presupposes that a third party assumes the costs and that the hotel has been furnished with that third party's declaration of assumption of costs in text form before arrival; in this case, payment must be made without deduction within fourteen days of receipt of the invoice. In the event of default in payment, the statutory provisions apply, in particular Sections 286 and 288 BGB; if the guest is not a consumer, the lump sum under Section 288 (5) BGB applies in addition. The hotel may demand the costs necessary for the pursuit of its rights in the amount proven.

3.6 The hotel is entitled to demand from the guest, upon conclusion of the contract, an appropriate advance payment or security, for example in the form of a credit card guarantee. The amount of the advance payment and the payment dates may be agreed in text form in the contract. The guest is obliged to keep a card deposited as security chargeable until all claims arising from the contract have been settled in full. If a charge is refused or the card loses its validity, the guest must, upon request by the hotel and within an appropriate period set by the hotel, provide a valid card or furnish equivalent security.

3.7 In justified cases, for example arrears in payment on the part of the guest or an extension of the scope of the contract, the hotel is entitled, even after conclusion of the contract and up to

the commencement of the stay, to demand an advance payment or security within the meaning of clause 3.6, or an increase in the advance payment or security agreed in the contract up to the full agreed remuneration.

3.8 The hotel is further entitled, at the beginning of and during the stay, to demand from the guest an appropriate advance payment or security within the meaning of clause 3.6 for existing and future claims arising from the contract, up to the amount of the full agreed remuneration, insofar as such has not already been furnished pursuant to clause 3.6 or clause 3.7. The hotel is furthermore entitled at any time to render accrued claims due by means of an interim invoice and to demand immediate payment.

3.9 If the guest provides credit card details to secure the booking, he consents to the hotel charging that card with claims falling due under the contract, including justified compensation pursuant to clauses 4.3 to 4.5, 5.6, 6.4, 8.2, 8.6, 9.6 and 10.1. If the guest disputes a claim, a charge shall be made only after the hotel has informed him thereof in text form and has granted him an appropriate period to comment.

3.10 The hotel accepts cashless payments by credit cards of VISA, Mastercard, American Express and Union Pay as well as by girocard. Cash payment is excluded within the scope of the hotel accommodation contract; the hotel points this out prior to conclusion of the contract.

3.11 The guest may set off against a claim of the hotel only with an undisputed claim or a claim established with final legal effect. The guest's statutory rights to a reduction of the price and to a right of retention remain unaffected.

3.12 The guest agrees that the invoice may be transmitted to him by electronic means.

3.13 Insofar as the hotel keeps available facilities such as a fitness room, a sauna or comparable facilities, their use and availability do not form part of the accommodation service owed, unless they have been expressly agreed in text form as a contractual service. The hotel is entitled to close such facilities temporarily, in whole or in part, in order to carry out maintenance, cleaning and repair work, as well as in the event of technical faults or for reasons of safety. The hotel announces plannable closures, as far as possible, prior to arrival or on the premises. Where such facilities are expressly advertised as a service within the scope of the rate booked, the guest's statutory rights in the event of their discontinuation remain unaffected.

4. Withdrawal by the Guest (Cancellation), Non-Utilisation (No-Show)

4.1 A withdrawal by the guest from the contract concluded with the hotel is possible only if a right of withdrawal has been expressly agreed in the contract, if a statutory right of withdrawal exists, or if the hotel expressly consents to the cancellation of the contract. The declaration of withdrawal should be made in text form.

4.2 Where a date for withdrawal free of charge has been agreed between the hotel and the guest, the guest may withdraw from the contract up to that date without triggering payment or damages claims of the hotel. The right of withdrawal lapses if it is not exercised vis-à-vis the hotel by the agreed date.

4.3 If a right of withdrawal has not been agreed or has already lapsed, if there is likewise no statutory right of withdrawal or termination, and if the hotel does not consent to a cancellation of the contract, the hotel retains the claim to the agreed remuneration notwithstanding the non-utilisation of the service. The hotel must credit the income from letting the rooms otherwise as well as the expenses saved. If the rooms are not let otherwise, the hotel may calculate the deduction for saved expenses as a lump sum. In this case the guest is obliged to pay 80 per cent of the contractually agreed price for overnight accommodation with or without breakfast, 70 per cent for half-board and 60 per cent for full-board arrangements. Third-party

services included in package arrangements shall be credited in the amount which the hotel saves or is reimbursed as a result of the non-utilisation. The guest is free to prove that the aforementioned claim has not arisen or has not arisen in the amount demanded; the hotel reserves the right to assert a higher damage that has been proven.

4.4 Clause 4.3 applies accordingly if the guest does not arrive without having declared a withdrawal (no-show).

4.5 If the guest withdraws only in respect of part of the rooms or nights booked, clauses 4.3 and 4.4 apply pro rata to the part not utilised; there is no claim to a reduction of the scope of the booking free of charge.

4.6 A claim under clauses 4.3 to 4.5 does not exist insofar as the rendering of the service is legally or factually impossible for the hotel, in particular on account of an official prohibition of accommodation, or insofar as the hotel is responsible for the non-utilisation. Circumstances falling within the guest's sphere of risk leave the claim unaffected; these include in particular illness, the cancellation or delay of means of transport, entry restrictions, as well as events of force majeure at his place of stay or place of departure.

5. Withdrawal by the Hotel

5.1 Where it has been agreed that the guest may withdraw from the contract free of charge within a certain period, the hotel is for its part entitled during that period to withdraw from the contract if enquiries from other guests for the contractually booked rooms are received and the guest, upon the hotel's enquiry with an appropriate period set, does not waive his right of withdrawal.

5.2 If an advance payment or security agreed or demanded pursuant to clauses 3.6, 3.7 or 3.8 is not furnished even after the expiry of an appropriate grace period set by the hotel, the hotel is likewise entitled to withdraw from the contract. This also applies if the guest fails to comply with a request under clause 3.6 sentence 4 within the period set.

5.3 The hotel is furthermore entitled to withdraw from the contract extraordinarily for objectively justified cause, in particular if force majeure or other circumstances for which the hotel is not responsible render the performance of the contract impossible; if rooms are booked culpably with misleading or false information or with the concealment of material facts, whereby the identity of the guest, solvency or the purpose of the stay may be material; if the hotel has justified cause to assume that the utilisation of the service may jeopardise the smooth operation of business, the safety or the public reputation of the hotel, without this being attributable to the hotel's sphere of control or organisation; if the purpose or the occasion of the stay is unlawful; if there is a breach of clause 1.3 or a case falling under clause 6.3; if the guest refuses the cooperation prescribed by law under clause 7.2; or if the financial circumstances of the guest have deteriorated substantially after conclusion of the contract, in particular if the guest fails to settle claims of the hotel that have fallen due or does not furnish sufficient security, if the guest has filed an application for the opening of insolvency proceedings, has submitted a statement of assets pursuant to Section 802c of the German Code of Civil Procedure (ZPO), has initiated out-of-court debt settlement proceedings or has suspended payments, or if insolvency proceedings are opened over his assets or the opening thereof is refused for lack of assets.

5.4 The hotel must inform the guest of the exercise of the withdrawal without undue delay in text form.

5.5 A justified withdrawal by the hotel does not give rise to any claim of the guest to damages. The hotel's liability under clause 9.1 remains unaffected.

5.6 The hotel is entitled to terminate the contract without notice for good cause during the ongoing stay. Good cause exists in particular if the guest, his accompanying persons or his visitors substantially disrupt the course of operations, endanger, substantially harass or threaten other guests or employees of the hotel, substantially damage the rooms or facilities provided, use the rooms in breach of contract, or infringe section 8 of these terms and conditions. Insofar as this is necessary according to the nature of the breach and reasonable for the hotel, the termination must be preceded by an unsuccessful warning. The termination must be declared to the guest without undue delay. In the event of a justified termination, the guest remains obliged to pay the agreed remuneration for the period booked; the hotel must credit the expenses saved as well as the income from letting the rooms otherwise. The guest retains the right to prove that no claim or a substantially lower claim has arisen. Further claims of the hotel, in particular under section 10, remain unaffected.

6. Arrival, Departure, Provision of Rooms

6.1 The guest acquires no claim to the provision of specific rooms unless this has been expressly agreed in text form.

6.2 Booked rooms are available to the guest from 2:00 p.m. on the agreed day of arrival. The guest has no claim to earlier provision.

6.3 Booked rooms are ready for the guest to take up until 10:00 p.m. on the agreed day of arrival. If the guest arrives later, he should notify the hotel of this in advance so that the handover of the keys can be ensured. If the guest does not utilise the room, the hotel's claims under clauses 4.3 and 4.4 remain unaffected.

6.4 On the agreed day of departure, the rooms must be made available to the hotel vacated by 11:00 a.m. at the latest. If they are vacated later, the hotel may charge the day-room price according to the current price list for the use of the room beyond the contractual period until 3:00 p.m.; if they are vacated after 3:00 p.m., the agreed accommodation price for one day shall apply in its place. The two amounts shall not be charged alongside one another. No contractual claims of the guest are established hereby. The guest is free to prove that no claim or a substantially lower claim to a usage fee has arisen for the hotel.

6.5 If the booked rooms are not available to the guest, the hotel is entitled to accommodate the guest for the nights concerned in another accommodation establishment at the same location, insofar as this is reasonable for the guest taking account of his legitimate interests and the substitute accommodation is equivalent to the service booked. The costs of the substitute accommodation are borne by the hotel; if these exceed the agreed price, the additional costs are borne by the hotel. The costs of any necessary transfer between the hotel and the substitute accommodation, as well as of a return transfer, are likewise borne by the hotel. The hotel informs the guest without undue delay. Further claims of the guest are governed by clauses 9.1 and 9.2.

7. Registration, Obligation to Register

7.1 Every guest completes the hotel's registration form as part of the check-in — at reception or at the check-in machine. The data collected there serve the performance of the contract. Where the contract is concluded only upon arrival, these terms and conditions are incorporated into the contract in their entirety by the confirmation given on the registration form. Where the contract was already concluded beforehand, that confirmation constitutes the guest's acceptance of those provisions which concern the use of the room and the stay at the hotel, namely clause 6.4 and sections 8 and 10; from that moment they apply to the remainder of the stay. In that case the remaining provisions apply only in so far as they were effectively incorporated when the contract was concluded. These terms and conditions are available for inspection at reception and can be accessed at landgasthof-hotel-gentner.de/agb/.

7.2 Guests without German nationality are required by law to complete a special registration form on the day of arrival and to identify themselves by means of a valid identity document (Sections 29, 30 of the German Federal Registration Act (BMG)). The registration form must be signed by the guest in his own hand. Electronic registration may take the place of the handwritten signature, provided that the guest's identity is verified by means of a strong customer authentication in the course of a card-based payment carried out on the day of arrival.

8. Use of the Rooms, Smoking, Keys, Animals, Wi-Fi

8.1 The guest must treat the rooms and facilities provided with care and show consideration for other guests. Operational instructions of the hotel, in particular on safety and fire protection, must be observed.

8.2 A smoking ban applies in all rooms and enclosed areas of the hotel. In the event of a breach, the hotel may charge a lump sum of EUR 200.00 for the necessary special cleaning and restoration of the room; the guest retains the right to prove that no or substantially lower expense was incurred. The assertion of a higher proven expense or damage, including the costs of any alarm or fire brigade deployment triggered by the breach and of a loss of letting, remains reserved.

8.3 The loss or misplacement of a room card must be reported to the hotel without undue delay. The hotel blocks the card concerned and issues a replacement card to the guest during the times when staff are present — Mondays to Saturdays from 6:00 a.m. to 10:00 p.m. Outside these times, as well as in the event of a malfunction of the check-in machine, the hotel shall provide the guest with access to his room as soon as this is possible and reasonable for the hotel. No charge is made to the guest for replacement cards. The hotel is liable for damage in accordance with clause 9.1.

8.4 Bringing animals into the hotel and into the rooms is not permitted. Assistance dogs within the meaning of Section 12e of the German Act on Equal Opportunities for Persons with Disabilities (BGG) accompanying the entitled person are excepted. The guest must notify the hotel upon booking that he is accompanied by an assistance dog and must furnish proof of the dog's status as an assistance dog upon arrival. Proof is furnished by the marking of the dog with the identifier pursuant to Annex 10 to the German Assistance Dog Ordinance (AHundV) or by the identity card for the assistance dog team. If neither of these proofs is presented, the prohibition under sentence 1 remains in place.

8.5 The hotel provides the guest with Wi-Fi access for shared use free of charge. There is no claim to any particular availability or bandwidth. Use for unlawful acts is prohibited; the guest indemnifies the hotel against claims of third parties which are based on an unlawful use of the access by the guest, insofar as he is responsible for the claims.

8.6 The rooms may be occupied only by the number of persons stated at the time of booking and agreed in the contract. Occupancy by further persons requires the hotel's prior consent; it is charged according to the price list valid at the time. The provision of the room to third parties remains subject, pursuant to clause 1.3, to the hotel's prior consent in text form.

8.7 Costs incurred by the hotel as a result of an event caused culpably by the guest, his accompanying persons or his visitors are to be borne by the guest. These include in particular the costs of a deployment of the fire brigade, the police or a security service following an alarm triggered culpably, the costs of resetting a triggered fire alarm or sprinkler system, the costs of any necessary special cleaning, as well as a proven loss of letting income. The guest retains the right to prove that no or substantially lower costs were incurred.

9. Liability of the Hotel, Property Brought In

9.1 The hotel is liable in cases of intent or gross negligence in accordance with the statutory provisions. For slight negligence, the hotel is liable only in the event of injury to life, body or health, as well as in the event of a breach of material contractual obligations, that is, obligations the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which the guest regularly relies and may rely; in this case, liability is limited to the damage typical of the contract and foreseeable, unless liability arises on account of injury to life, body or health. A breach of duty by a legal representative or vicarious agent is equivalent to a breach of duty by the hotel. Should disruptions or defects in the hotel's services occur, the hotel will endeavour to provide remedy upon becoming aware thereof or upon immediate complaint by the guest. The guest is obliged to contribute what is reasonable for him in order to remedy the disruption and to keep any possible damage to a minimum.

9.2 Clause 9.1 extends to damages in addition to performance, damages in lieu of performance and the reimbursement of futile expenses, on whatever legal ground, including liability for defects, default or impossibility. Liability under the German Product Liability Act (ProdHaftG) as well as liability arising from a guarantee assumed remain unaffected.

9.3 Clauses 9.1 and 9.2 leave the hotel's liability under Sections 701 to 703 BGB unaffected. The hotel is liable to the guest for property brought in pursuant to Sections 701 et seq. BGB. Accordingly, liability is limited to one hundred times the accommodation price for one day, but at least to EUR 600.00 and at most to EUR 3,500.00; for money, securities and valuables, the amount of EUR 800.00 takes the place of the maximum amount. The statutory limitations of liability do not apply insofar as the loss, destruction or damage is attributable to the fault of the hotel or its staff, or insofar as the items are items which the hotel has taken into safekeeping. If the guest wishes to bring in money, securities and valuables with a value of more than EUR 800.00, or other items with a value of more than EUR 3,500.00, this requires a separate safekeeping agreement with the hotel. The hotel may refuse to take into safekeeping items which, having regard to the size and standing of the hotel, are of excessive value or scope, or which are dangerous (Section 702 (3) BGB). Vehicle keys are not taken into safekeeping.

9.4 Claims of the guest in respect of property brought in lapse if the guest does not notify the hotel of the loss, destruction or damage without undue delay after having become aware thereof (Section 703 BGB); this does not apply if the items were taken into safekeeping by the hotel or if the loss, destruction or damage is attributable to the fault of the hotel or its staff.

9.5 Insofar as a parking space in the hotel car park is made available to the guest, no safekeeping contract is thereby concluded. In the event of the loss of or damage to motor vehicles parked or manoeuvred on the hotel premises and their contents, the hotel is liable only in accordance with clause 9.1. The guest has no claim to the provision of a parking space; the

parking spaces available on the hotel premises are provided free of charge and subject to availability. Individual or specific parking spaces are not reserved unless this has been expressly agreed in text form.

9.6 Messages for guests are handled with care. Following prior agreement with the guest, the hotel may undertake the receipt, the safekeeping and — upon request and for a charge — the forwarding of post and consignments of goods; this also applies, upon request, to lost property. The hotel is entitled to hand over lost property to the local lost property office after the expiry of a one-month period of safekeeping and against an appropriate fee. The mere finding and securing of items left behind does not constitute a taking into safekeeping; the hotel undertakes safekeeping within the meaning of Sections 701 et seq. BGB only if it has expressly declared this to the guest in text form. Items which the guest leaves behind after his departure may be removed and stored by the hotel; the necessary expenses thereby incurred for removal, cleaning and storage are to be borne by the guest, who retains the right to prove that no or substantially lower expense was incurred. At the guest's request, the hotel will dispatch the item at the guest's risk and expense. The hotel is liable in this respect only in accordance with clause 9.1.

9.7 Strict liability of the hotel for defects which already existed at the time of conclusion of the contract (Section 536a (1) alternative 1 BGB) is excluded in respect of damage to property. Liability for damage arising from injury to life, body or health, as well as liability for intent and gross negligence, remain unaffected. In all other respects, the hotel's liability is governed by the remaining provisions of this section 9.

9.8 The hotel accepts the guest's travel luggage for safekeeping free of charge before the room is taken up and after it has been vacated. For the luggage accepted, the hotel is liable pursuant to Sections 701 et seq. BGB and in accordance with clause 9.3; no special surveillance is owed. Money, securities and valuables must be handed over to the hotel separately and designated as such; the provisions of clause 9.3 on the separate safekeeping agreement and on the hotel's right of refusal remain unaffected.

9.9 The ordering of taxis and other means of transport, the passing on of messages, the arranging of table reservations and tickets, as well as comparable services, are rendered by the hotel as a service without separate charge and without warranty for the conduct of the third parties commissioned; the hotel selects these with the requisite care. The hotel is liable for damage in accordance with clause 9.1.

10. Liability of the Guest

10.1 The guest is liable to the hotel for damage to the building and inventory caused culpably by him, his accompanying persons or his visitors. The guest indemnifies the hotel in this respect against claims of third parties, insofar as he is responsible for the claims. No change to the statutory burden of proof to the guest's detriment is associated with this clause. The guest remains responsible for his own conduct in the hotel; this also applies to the consequences of the consumption of alcoholic beverages. The hotel is entitled to refuse the serving of alcoholic beverages, in particular to visibly intoxicated persons (Section 20 no. 2 of the German Restaurants Act (GastG)).

11. Final Provisions

11.1 Amendments and supplements to the contract, to the acceptance of the offer or to these terms and conditions should be made in text form. Unilateral amendments or supplements by the guest are invalid. Individual contractual agreements remain unaffected.

11.2 The place of performance and payment, as well as the exclusive place of jurisdiction — also for disputes concerning cheques and bills of exchange — is, in commercial dealings, Nuremberg (Nürnberg), Germany. If the guest satisfies the requirements of Section 38 (2) ZPO and has no general place of jurisdiction within Germany, Nuremberg (Nürnberg), Germany shall likewise be the place of jurisdiction. Mandatory statutory places of jurisdiction, in particular in favour of consumers, remain unaffected.

11.3 The law of the Federal Republic of Germany applies. The application of the UN Convention on Contracts for the International Sale of Goods is excluded. If the guest is a consumer with habitual residence in another State, the mandatory consumer protection provisions of that State remain unaffected by this choice of law (Article 6 (2) of the Rome I Regulation).

11.4 The hotel is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board within the meaning of the German Act on Alternative Dispute Resolution in Consumer Matters (VSBG).

11.5 Should individual provisions of these terms and conditions be or become invalid or void, the validity of the remaining provisions shall not be affected thereby. In all other respects, the statutory provisions apply.

11.6 These terms and conditions are made available in the German language and in translations. The German version is authoritative; translations serve comprehension. If a translation deviates from the German version, the German version applies, provided that the German version has been made accessible to the guest in a reasonable manner.

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Landgasthof Hotel Gentner GmbH