

General Terms and Conditions of the Gesellschaft für Dienste im Alter (GDA) GmbH for Hotel Accommodation Contracts

1. Scope of Application

- 1.1 These Terms and Conditions apply to all contracts for the renting of hotel rooms for accommodation, as well as to all other goods and services provided by GDA GmbH and its subsidiaries to the Customer in this context (Hotel Accommodation Contract).
- 1.2 The customer's terms and conditions only apply if this is previously expressly agreed. Unilateral amendments or additions by the customer are invalid. GDA GmbH herewith preemptively objects to the unilateral inclusion of any General Terms and Conditions of the Customer.
- 1.3 The contracting parties are the GDA GmbH and the Customer.

2. Sub-contracting or sub-letting, pets

- 2.1 Any sub-letting or re-renting of rooms or any use for other purposes than accommodation require the prior approval of the GDA GmbH in text form in the sense of section 126b ("Textform) of the German Civil Code (BGB), whereby section 540 paragraph 1, sentence 2 BGB is waived in case the Customer is not a consumer in the sense of the BGB.
- 2.2 Any entertainment of pets can generally be agreed upon in advance and has to be notified prior to arrival. However, the customer shall not have any claim for the consent to entertain pets against GDA GmbH.

3. Conclusion of Contract, Statute of Limitations

- 3.1 The contract shall come into force upon GDA GmbH's acceptance of the Customer's application. At its discretion, GDA GmbH may confirm any room reservation in text form. However, GDA GmbH is not obliged to send a text-form confirmation.
- 3.2 Any claims against GDA shall generally expire one year after the commencement of the general statute of limitations period. This shall not apply for personal injuries as well as in cases of gross negligence or intention.

4. Services, Payment, Set-Off

- 4.1 GDA is obliged to have the booked rooms available and to provide the services that have been agreed upon between the parties.
- 4.2 The Customer is obliged to pay the agreed compensation for the room-lease as well as any other fees for services supplied by GDA GmbH. This also applies to any payments advanced by GDA GmbH for services of any third-party-providers ordered by the Customer directly or via GDA GmbH.
- 4.3 GDA is entitled to require an advance payment or a credit card guarantee from the Customer upon conclusion of the contract. Unless agreed otherwise, GDA GmbH is entitled to claim full payment of the total amount to be paid on Customer's departure. Accepted payment methods are cash in euro-currency, EC-Card, Mastercard and Visa.
- 4.4 If payment by invoice is agreed upon, the invoice is payable without deduction and is due within ten days of receipt.

General Terms and Conditions of the Gesellschaft für Dienste im Alter (GDA) GmbH for Hotel Accommodation Contracts

- 4.5 If Quick-Check-Out is agreed, the Customer has to pay the agreed compensation the day before departure. GDA GmbH is entitled to invoice any outstanding amounts. The Customer is obliged to compensate the amount within ten days.
- 4.6 If the Customer fails to pay in time, GDA GmbH may charge a reminder fee in the amount of 5 € for each reminder. The Customer is free to prove that GDA GmbH has incurred no or lesser costs.
- 4.7 The Customer may only set-off, reduce or clear a claim by GDA GmbH with a claim which is undisputed or decided with final, res judicata effect.
- 4.8 The Customer is obliged to notify GDA GmbH immediately if he has reason to believe that his housing might effect, e.g. due to an infectious disease, the operation of the GDA-branch or create any risk for other guests or occupants.

5. **Withdrawal of the Customer**

- 5.1 The Customer can only withdraw from the contract concluded with GDA GmbH, if a right to withdrawal was explicitly agreed upon in the contract, another statutory right for withdrawal exists or if GDA GmbH gives its explicit consent to the withdrawal. The contractual agreement to a right of withdrawal as well as the consent to withdrawal from the contract shall be in writing.
- 5.2 In case GDA GmbH and the Customer have agreed on a right of the Customer to withdraw within a certain deadline the Customer can withdraw from the contract within that deadline without creating any claims for payment or damages on behalf of GDA GmbH. The withdrawal has to be declared in writing. After expiration of the deadline the right to withdrawal ceases to exist.
- 5.3 In case the Customer has neither a contractual, nor a statutory right to withdraw from the contract and there is no mutual contract adjournment, GDA GmbH's performance claim is not affected by any unlawful withdrawal of the Customer even if he does not take use of the services offered by GDA GmbH. Any earnings of alternative renting of the rooms by GDA GmbH or saved expenses will be credited to the Customer. If the rooms cannot be rented alternatively, GDA GmbH is entitled to charge the agreed price less the saved expenses. In such case the Customer is obliged to pay 90 % of the agreed price for accommodation with or without breakfast or package-deals with external services, 70 % for half-board and 60 % for full-board-arrangements. The customer is free to prove that GDA GmbH has incurred no or lesser costs.

6. **Withdrawal by GDA**

- 6.1 In case of any agreement providing the Customer with a right to withdraw within a certain deadline, such right can also be exercised within this deadline by GDA GmbH. This applies in particular, there are requests for the rooms booked by other customers and if the Customer does not waive its right for withdrawal within a reasonable time-period fixed by GDA GmbH.

General Terms and Conditions of the Gesellschaft für Dienste im Alter (GDA) GmbH for Hotel Accommodation Contracts

- 6.2 If the Customer fails to pay any agreed advance or security payment even after expiration of a fixed time period, GDA GmbH is also entitled to withdraw from the contract.
- 6.3 Furthermore, GDA is entitled to withdraw from the contract in exceptional circumstances, if so justified for well-founded reasons, in particular if
- reasons exist in connection with the operation of the GDA-branch and which might endanger the ordinary performance of GDA's obligations towards the Customer such as acute infectious diseases which could endanger the health of customers.
 - force majeure or other circumstances beyond GDA's control render the fulfilment of the contract impossible,
 - the Customer provides GDA GmbH with imputable false data or does not disclose relevant data; relevant data is in particular such data related to the identity of the Customer, his solvency or the purpose of his stay.
 - GDA GmbH has justified cause to believe that the use of its services might jeopardize the untroubled operation of the business, its security or public reputation unless such reasons are attributable to GDA's sphere of control or organisation,
 - the purpose or the cause of the stay is illegal.

If GDA GmbH justifiably withdraws, the customer shall have no right to claim for compensation.

7. Room Availability, Delivery and Return

- 7.1 The Customer does not acquire the right to be provided specific rooms insofar as this is not expressly agreed.
- 7.2 Booked rooms are available to the Customer starting at 2:00 p.m. on the agreed arrival date. Unless a later time of arrival has been expressly agreed upon or the respective room has been paid in advance, GDA GmbH is entitled to let the booked room to another party after 6:00 p.m. without the Customer being able to derive a claim against GDA GmbH from this fact.
- 7.3 On the agreed date of departure, the rooms shall be vacated and made available to GDA GmbH. If there is delay in vacating the room, GDA GmbH may invoice for its use beyond the contract period up to 6:00 p.m. at 50 % of the agreed price, and at 100 % from 6:00 p.m. onwards. The Customer is free to prove that GDA GmbH has no or a much lower claim for charges for use of the room.

8. Disclaimer

- 8.1 Any liability of GDA GmbH is excluded. This does not apply in cases of damages for the injury of life, body or health if there are based on negligent or intentional behavior of GDA GmbH or one of its statutory representatives or one of its performing agents ("Erfüllungsgehilfen" in the sense of section 278 BGB). Moreover, liability

General Terms and Conditions of the Gesellschaft für Dienste im Alter (GDA) GmbH for Hotel Accommodation Contracts

is not excluded in any cases where the damage is based on grossly negligent or intentional behavior of GDA GmbH.

- 8.2 GDA GmbH is liable for damages that occur due to the loss, the destruction or the damage of brought in goods of the Customer only up to an amount equating the hundredfold of the agreed price for the rent but not more than 3500 Euro.
- 8.3 For Money, securities and other treasures the amount of 800 Euro replaces the amount of 3500 Euro.
- 8.4 Liability is excluded in cases in which the loss, the destruction or the damage is caused by the Customer, a companion of the Customer, a person hosted by the Customer or the condition of the good. The same applies to cases of force majeure.
- 8.5 The liability does not extend to vehicles or goods contained therein. This also applies if a parking space is provided by GDA GmbH for a fee.
- 8.6 The liability does not extend to animals.
- 8.7 GDA GmbH is liable without limit in cases in which the loss, the destruction or the damage is encumbered by GDA GmbH or if the damage occurs to imported goods which GDA GmbH has explicitly agreed to store. GDA GmbH is entitled to refuse to store money, securities, treasures or other valuables, in case of their size or of an imbalance of their value to the standing of the GDA-branch (Hotel). The same applies to dangerous goods. GDA GmbH is entitled to claim that the goods are handed over in a locked or sealed container.
- 8.8 If the Customer is not a consumer in the light of the German BGB GDA GmbH is not liable for breaches that are not typical for the contract.

9. Place of Jurisdiction, Applicable Law

- 9.1 The place of fulfilment and the exclusive place of jurisdiction for business between merchants (“Kaufleute”) in the sense of the German Commercial Code (HGB) – including cheque and currency disputes – shall be Hanover, Germany. Insofar as a contracting party fulfils the requirements of sec. 38 para. 2 of the German Code of Civil Procedure (ZPO) and has no general place of jurisdiction within Germany, the registered office of the GDA-branch (Hotel) shall act as the place of legal jurisdiction.
- 9.2 The contract is governed by and shall be construed in accordance with the laws of the Federal Republic of Germany. The application of the UN Convention on the International Sale of Goods and the German conflict of law rules are excluded.
- 9.3 Should individual provisions of these General Terms and Conditions for Hotel Accommodation Contracts be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. Apart from that the statutory provisions shall apply.