

General Terms and Conditions for Hotel Accommodation

HOTEL-RESTAURANT MAIER, FRIEDRICHSHAFEN

I. SCOPE

- 1) These terms and conditions shall apply to contracts for the rent of hotel rooms for lodging purposes as well as all other goods and services furnished by the Hotel to the Customer.
- 2) The prior written consent of the Hotel shall be required for any subletting or further renting of the rooms to other parties or for a use of the rooms for other than lodging purposes.
- 3) The Customers Terms and conditions shall only apply if the parties have in advance agreed thereto in writing.

II. PERFORMANCE, RATES, PAYMENT, SET-OFF

- 1) The Hotel shall keep available the rooms ordered by the Customer and shall furnish the agreed other services.
- 2) The Customer shall pay the rates agreed between the parties or customarily charged by the Hotel for the rooms and for any goods or services furnished to the Customer. The same shall apply to any goods and services (including ancillary services such as food and beverages, telephone etc.), which, on the basis of the contract, are used by accommodated persons and/or by their guests, visitors etc. in connection with the provision of accommodation under the contract.
- 3) The agreed rates shall include value added tax at the statutory rate as applicable from time to time. If the period between the conclusion of contract and the agreed date of arrival exceeds four months and if the rates generally charged by the Hotel for the agreed services increase during such period, then the Hotel may adjust the agreed rate to reasonable extent, but not exceeding 10 percent.
- 4) If the Customer subsequently wishes to make changes to the number of ordered rooms, the Hotels other services or the length of the guests stay, then this shall require the written consent of the Hotel which can be made dependent on a price adjustment.
- 5) Hotel bills without a due date shall be payable in full within ten days from receipt. In case that the Hotel has granted the Customer a payment term or any other form of credit and if the Customer is defaulting with these payments or any other financial obligation owed to the Hotel, then the Hotel shall be entitled to revoke the granting of any payment term and/or any other form of credit and accelerate any amounts outstanding. In case of a default in payment the Hotel shall be entitled to charge interest at a rate of 8 % p.a. The Customer and the Hotel shall have the right to prove a lower or higher damage, as the case may be.
- 6) The Customer shall have no right of retention or setoff except against a counterclaim which is undisputed or which has been finally adjudicated.
- 7) The Resort shall be entitled to demand appropriate advance payment or the provision of appropriate securities when the contract is concluded or afterwards, taking the legal regulations about all-inclusive package tours into account. The size of the advance payment and the payment deadlines can be agreed in writing in the contract.

III. WITHDRAWAL/CANCELLATION BY THE CUSTOMER

- 1) The Customer shall only have a right to withdraw from the contract if such right has been contractually agreed upon in writing. If a right of withdrawal, if any, has not been exercised within the agreed period, then the contract shall remain in full force and effect after expiry of such period and, as a consequence, the Customer shall be liable for payment of the agreed remuneration even if he does not use or otherwise accept the Hotels goods and services, including without limitation the Hotel rooms ordered by the Customer.
- 2) If and to the extent that the Customer does not use the rooms ordered, the Hotel shall credit to the Customer any income from letting such rooms to third parties and any saved expenses. In this case, the customer shall be obliged to pay at least 90% of the contractually agreed price for accommodation with or without breakfast, 80 % for half-board arrangements and 60 % for full-board arrangements. The customer shall be entitled to provide proof that the claim outlined above has not materialized or is lower than demanded.

IV. WITHDRAWAL BY THE HOTEL

- 1) If and to the extent the parties have agreed in writing that the Customer shall have a right of withdrawal/cancellation at no cost, the Hotel shall also be entitled to withdraw from the contract during the period agreed with the Customer if the Hotel receives inquiries from third parties with respect to the rooms ordered by the Customer and if the Customer does not waive his right of withdrawal/cancellation after the Hotel has informed the Customer of any such inquiry and has asked the Customer for a waiver.
- 2) If and to the extent that the Customer has failed to make an agreed advance payment even after the Hotel has granted a reasonable grace period and has threatened to reject performance by the Customer, then, after expiry of such grace period without payment having been made by the Customer, the Hotel shall, at its option, be entitled to either withdraw from the contract or to claim damages for nonperformance. For the calculation of damages Clause III.2) shall apply mutatis mutandis.
- 3) Furthermore, the Hotel shall be entitled to withdraw from the contract for materially justifiable reasons, for example if
 - a. force majeure or other circumstances beyond the Hotels control render it impossible or unreasonably difficult for the Hotel to fulfill the contract; rooms were ordered with misleading or false information regarding essential facts, such as the identity of the Customer or the purpose;
 - b. the Hotel has a valid reason to believe that the use of the Hotels goods and services might jeopardize the undisturbed operation of the Hotel, its security or public reputation, due to reasons not attributable to the Hotels control or organization;
 - c. there is a violation of Clause I.2) above.
- 4) The Customer shall not be entitled to any damages in case of a justified withdrawal by the Hotel.

V. AVAILABILITY, DELIVERY AND RETURN OF ROOMS

- 1) Unless it has been otherwise agreed in writing in the individual instance, the Customer shall have no claim for the letting of specific rooms from a category of rooms.
- 2) Ordered rooms shall be available to the Customer from 3 p.m. on the agreed date of arrival.
- 3) Rooms must be vacated and returned to the Hotel no later than 12.00 noontime on the agreed departure date. If rooms are not so returned, the Hotel may charge 50 % of the full accommodation rate (list price) for the additional use of the rooms until 6.00 p.m. and for any use beyond 6.00 p.m. 100 % of the full accommodation price (list price). The Customer shall be free to prove that the Hotel incurred no or a lesser damage. The Hotel may prove a higher damage.

VI. DEFECTS, LIABILITY, STATUTE OF LIMITATIONS

- 1) In case of any defect or impairment of the Hotels goods or services, the Customer shall make a complaint to the Hotel without undue delay and in any event prior to his departure so as to allow the Hotel to take remedial action as promptly as possible or to modify its goods and services so as to conform to the contract. The Customer shall reasonably assist in such remedial action and also otherwise in minimizing any possible damage.
- 2) To the extent the Customer makes use of the Hotels garage or other parking facilities, whether or not against payment of a charge, such use shall not be deemed to be made within the contract but shall be the subject of a separate contractual relation with the operator of the garage or other parking facilities.
- 3) Wake-up calls will be carried out by the Hotel with customary care. In case of nonperformance or malperformance, any claims for damages shall, however, be excluded except in cases of gross negligence or intent on the part of the Hotel.
- 4) Messages, letters and goods received for the Customer will be handled with customary care. The Hotel will deliver to the Customer, hold and - upon the Customers request - forward such items against payment of a charge. In case of nonperformance or malperformance any claim for damages shall, however, be excluded except in cases of gross negligence or intent on the part of the Hotel.
- 5) Otherwise, except with respect to the scope of typical performance under the contract, the Hotels liability shall be limited to a liability for defects due to gross negligence or intent on the part of the Hotel. Without limiting the generality of the foregoing, this limitation shall also apply to claims based on a breach of promised qualities and fault in connection with the conclusion of the contract.
- 6) Any claims of the Customer because of nonperformance or malperformance or any other liability of the Hotel shall be subject to a limitation period of six months from the departure date agreed in the contract, unless a shorter limitation period is provided for by law.

VII. FINAL PROVISIONS

- 1) Any amendments to or supplements of the contract or these General Terms and Conditions for Hotel Accommodation in order to be valid shall be in writing.
- 2) Place of performance and payment shall be Friedrichshafen.
- 3) Exclusive venue also for any disputes with respect to checks and bills of exchange shall be the courts at the place of performance shown in Clause VII.2) hereof. The parties agree on the jurisdiction of such courts also in relation to any customer who meets the prerequisites of Paragraph 38 (1) of the German Civil Court Procedures Act and/or who lacks a general forum in Germany (provided, however, that in the latter case the Hotel may, at its option, file an action with any foreign courts having jurisdiction for any such Customer).
- 4) German law shall be applicable.
- 5) Should individual provisions of the contract and/or of these General Terms and Conditions for Hotel Accommodation be or become invalid or void, the validity of the remaining provisions thereof shall remain unaffected.