

General Terms and Condition

Art. 1 Scope of Application

(1) These General Terms and Conditions (GTC) apply to any and all services which we render for a guest. The services comprise, in particular, the use against payment of rooms or apartments (lodging agreement), the sale of food and beverages (catering agreement) as well as all associated other services and deliveries. We shall be entitled to have the services owed by us performed by third parties. These GTC shall also apply to all future transactions with the guest.

(2) We hereby contradict any contrary and deviating general terms and conditions of the guest. We also hereby contradict counter-confirmations of the guest that refer to his/her GTC.

Art. 2 Conclusion of the Agreement

(1) The relating agreement will be concluded, in principle, after an oral or written application (including by fax or email) of the guest and by our acceptance thereof. We are free to accept the application in writing (including by fax or email), orally or finally by rendering the service.

(2) Any subletting or re-letting or any use of the rooms provided by third parties without payment shall not be permitted, unless we have granted our express written consent.

Art. 3 Rendering of Services, Provision of Rooms, Departure

(1) The rooms or apartments will be provided exclusively for lodging purposes.

(2) The guest will not be entitled to use certain rooms or apartments. The rooms or apartments will be provided in our own houses, or, if there are no vacancies in our own houses, in another house or lodging operation located closely to us.

(3) Booked rooms or apartments will be available to the guest from 12:00 pm at the date of arrival. The guest will be asked to inform us of his/her estimated time of arrival. The reception desk will be staffed from 09:00 am to 09:00 pm. In the event of an arrival at a later or earlier time, please inform us and provide a credit card. We have the right to rent out booked rooms or apartments to other persons after 6:00 pm, unless otherwise agreed, where the guest will not be entitled to derive other rights or claims therefrom.

(4) For organisational reasons, the room or apartment must be vacated until 12:00 pm at the latest, or according to an oral agreement. If a re-letting at the same day will be rendered impossible due to late vacating, another overnight stay rate will be charged automatically.

(5) If the guest has booked a room during a period in which a trade fair, a major event or any other event takes place and if such an event will be postponed after the conclusion of the agreement for reasons for which we are not accountable, the agreement concluded with the guest will apply to the new period, if the agreed services can be rendered at such time. We will inform the guest within a reasonable period whether we are able to comply with our performance obligation. If such performance is impossible, in particular if the booked rooms or apartments have already been let to third parties during the new period, both parties may withdraw from the agreement without stating reasons. The assertion of any claims against the other party shall be excluded. This shall not apply to services already rendered. Such will need to be reimbursed or paid.

(6) In the event of force majeure, strikes, fire, pipe burst, heating breakdown or another event for which we are not accountable, the guest shall, at first, be obligated to accept an equivalent accommodation in another local lodging company as a replacement. In this case, we will immediately inform the guest thereof. If no rooms or apartments are available there as well, the guest shall be entitled to withdraw from the agreement. The assertion of any claims against us shall be excluded. That shall not apply to services already rendered. Such shall be reimbursed or paid.

Art. 4 Minibar

Upon departure, the guest shall notify us if he/she has consumed beverages from the minibar. Any beverages consumed without payment will subsequently be charged, where a handling fee of EUR 8.00 plus the legal value added tax applicable at the relating time will be charged per transaction.

Art. 5 Payment Terms

(1) The prices for rooms and apartments will be determined after an individual consultation and are exclusive of the currently applicable sales tax. Prices published on our website are indications only; price-determining factors are, for instance, the number of rooms, the duration of the stay and the relating trade fair.

(2) Agreed prices might be subject to changes if the guest subsequently requests changes of the services, in particular a change of the number of the booked rooms or his/her own duration of stay and if we agree to such changes. Increases of the value added tax will be charged to the guest. If more than four months have passed between the time of conclusion of the agreement and the performance of such agreement, and if the legal value added tax changes within such period, prices will be adapted accordingly. If the period between the conclusion of the agreement and the performance thereof exceeds four months and if the price charged by us for such services increases, we may increase the contractually agreed price in a reasonable manner, however by a maximum of 5%. Such maximum level will increase by another 5% for any other year passing between the

conclusion of the agreement and the performance thereof which exceeds the period of four months. Price changes as specified in sentence 2 will not be taken into consideration.

(3) Our claim for payment shall fall due immediately after the conclusion of the agreement and shall be fulfilled in cash or by an adequate means of payment (credit card or transfer). This means that we shall be entitled to request payment of up to 100% of the guest's entire payment obligation at the time when the room or apartment is booked. The amount of the payment and the date of payment as well as the method of payment might be specified in the agreement to be concluded. We accept the following cards for payment: VISA, Mastercard and Maestro (by entering the PIN). In exceptional cases, payment can be made after invoicing.

(4) If invoicing has been agreed in exceptional cases, our claim for payment will fall due immediately without deduction after receipt of the relating invoice – unless otherwise agreed. In the event that an invoice is dispatched, such invoice will be deemed to be received by the recipient of the invoice 3 days after dispatch, at the latest, unless an earlier date of receipt can be evidenced. The preparation of a total invoice does not release the recipient from its obligation to pay the individual invoice within the agreed period of time. A default in payment of only one individual invoice entitles us to withhold all other and future services and to make the performance of the services dependent on the provision of a security in the amount of up to 100% of the payment still outstanding.

(4) No discounts will be possible. In the event of invoicing, we request the security of a credit card. After having been informed about the credit card number, the validity and the name of the account holder, we are expressly entitled to debit any and all outstanding receivables, in particular those arising from the lodging agreement, from such credit card provided.

(5) In the event of default in payment, the legal provisions shall apply. If and insofar as a default in payment exists, we will charge an amount of EUR 8.00 plus value added tax applicable at the relating time per dunning letter (the customer is free to demonstrate that none or only significantly lower costs have arisen). We reserve the right to submit evidence of greater damage.

(6) The guest shall only be allowed to offset or reduce the claims on our part, if his/her counterclaims are undisputed or have been determined in a legally binding manner. This shall apply accordingly for the exercise of a right of retention based on a claim of the guest. Claims and other rights may only be assigned after we have granted our written consent.

(7) If the guest uses a credit card to pay for our services, without physically presenting such card (e.g. via telephone, Internet, or the like), the guest will, in its relationship to us, not be entitled to revoke the debit made by us via its credit card institute.

Art. 6 Withdrawal by the Guest (Cancellation) / Non-Arrival

(1) Any withdrawal from the agreement concluded with us on the part of the guest requires our written consent. If such is not given, the price agreed in the agreement should also be paid if the guest fails to use the contractual service. This shall not apply if we violate the obligation to take into account the rights, objects of legal protection and interests of the guests and if it is unreasonable for the latter to be bound by the agreement based on such fact or if the latter is entitled to another legal or contractual right of withdrawal.

(2) If the guest has booked within a period in which a trade fair, a major event or any other event takes place and if such an event is postponed after the conclusion of the agreement for reasons for which we are not accountable, Art. 3, sec. 5 hereof shall apply. If we are unable to perform the agreement for force majeure, strike, fire, pipe burst, breakdown of the heating or another reason for which we are not accountable, Art. 3, sec. 6 hereof shall apply.

(3) If a date for a withdrawal from the agreement without payment was agreed in writing, the guest may withdraw from the agreement until this date, without triggering claims for payment or damages. The guest's right to withdraw will become null and void if he/she fails to exercise his/her right to withdraw until the agreed date, unless in the event of a withdrawal of the guest as specified in section (1), sentence 3 hereof.

(4) If the guest has not used rooms or apartments, any income from renting the rooms or apartments to other parties as well as the expenses saved will be set off.

(5) We are free to request the contractually agreed remuneration and to deduct a lump sum for saved expenses. In such a case, the guest will be obliged to pay a minimum of 90% of the contractually agreed price for overnight-stays without breakfast. The guest shall be free to evidence that the above mentioned claim has not arisen or not in the amount requested.

Art. 7 Right of Withdrawal and Termination on our Part

(1) If a right of withdrawal within a certain period of time without payment was agreed in writing with the guest, we will also be entitled to withdraw from the agreement within such period, if we have requests from other guests for the contractually booked rooms or apartments and the guest does not renounce his/her right of withdrawal at our inquiry. The same applies when an option was granted, when other requests exist and the guest is unwilling to make a firm reservation at our inquiry.

(2) Moreover, we are entitled to withdraw/cancel when the guest fails to make the agreed and due payment for the reservation of a room or an apartment after the end of a reasonable grace period granted by us.

(3) In addition, we shall also be entitled to withdraw without granting a prior grace period or to terminate without a prior warning if the guest finally and seriously refuses to comply with his/her payment obligation or if special circumstances exist which justify the immediate withdrawal or immediate termination by weighing the mutual interests. Such special circumstances shall be deemed to exist, in particular, if

(a) the performance of the agreement is impossible due to force majeure, strike, fire, pipe burst, breakdown of the heating or other circumstances for which we are not accountable;

(b) the guest provides misleading or incorrect information about material data;

(c) rooms forming the subject matter of the agreement were sublet, in full or in part, without our written consent;

(f) we have justified reasons to believe that the use of the service might endanger the smooth operation of our business, the safety or reputation of our house in the public eye.

We will inform the guest, in writing, of the exercise of the withdrawal/cancellation immediately after having become aware of the reason, or within 14 days, at the latest.

(3) If the guest has booked within a period in which a trade fair, major event or another event takes place and if such an event is postponed after the conclusion of the agreement for reasons for which we are not accountable, the regulation under Art. 3, sec. 5 hereof shall apply.

(4) Our withdrawal or our termination will not justify claims of the guest for damages or other compensatory services. Our claim for compensation for a damage caused to us and the expenses made by us will remain unaffected in the event of a justified cancellation of the agreement.

Art. 8 Liability, Objects brought to the Room or Apartment, Statute of Limitation

(1) In principle, we will exclusively be liable for all legal and contractual claims in the event of intentional or grossly negligent behaviour.

(2) In exceptional cases, we will be liable for simple negligence in the event of damage

(a) caused by the infringement of material contractual obligations, in such cases, the liability will be limited to the foreseeable damage typical for the agreement;

(b) caused by the injury of life, body or health.

(3) Our liability for consequential damage or indirect damage shall be excluded.

(4) The disclaimers and restrictions of liability shall apply, in the same way, in favour of all vicarious agents used to perform our contractual obligations.

They shall not apply if we have given a guarantee on the properties of an object or a work or in the event of maliciously concealed errors.

(5) The guest shall be obligated to inform us about detectable defects immediately, however until 24 hours after his/her arrival, at the latest.

(6) The legal provisions of Articles 701 et seq. *BGB* [German Civil Code] shall apply to objects brought to the room or apartment by the guest.

(7) Any objects left behind by the guest will only be sent at the request, risk and costs of the contractual partner, otherwise the objects will be given to the local lost property office, if they have a recognisable value.

(8) Any and all claims of the contractual partner against us arising out of or in connection with the agreement will become statute barred, in principle, after the end of one year, starting from the end of the year in which the claim arose and the contractual partner becomes aware of the circumstances justifying the claim or when the latter should have become aware of them without gross negligence (Art. 199 sec. 1 *BGB*). Claims for damages will become statute barred after five years, irrespective of the knowledge. The reduction of the limitation periods shall not apply to claims which are based on an intentional or grossly negligent infringement of our duties.

Art. 9 Place of Fulfilment and Payment, Place of Jurisdiction, Side Agreements, Severability

(1) Place of fulfilment and payment for both parties shall be Düsseldorf.

(2) German law shall apply.

(3) Insofar as legally permissible, the exclusive place of jurisdiction for any and all disputes between the parties shall be Düsseldorf.

(4) If individual provisions of the agreement, including these Terms and Conditions, are ineffective, this shall have no effect on the remaining provisions. The parties will immediately replace the ineffective provisions by such effective provisions which come as close as possible to the intended purpose and their economic importance. The same shall apply in the event that the agreement contains a loophole.

Düsseldorf, 30.11.2011