

GENERAL TERMS AND CONDITIONS FOR HOTEL ACCOMMODATION CONTRACTS

Hospitality German Proco GmbH

1 SCOPE OF APPLICABILITY

1.1 When the Customer enters into a contract with Hospitality German Proco GmbH (seat: Frankfurt am Main, Amtsgericht Frankfurt am Main HRB108250, Germany) (Operating Company) for the rent of hotel rooms in one of the hotels operated by the Operating Company in Germany, as well as other services rendered and goods delivered to the Customer in this context (Hotel Accommodation Contract/Contract) these General Terms and Conditions become an integral part of the Contract.

1.2 The Customer's general terms and conditions apply only if this is previously expressly agreed.

2 CONTRACTING PARTIES AND CONCLUSION OF CONTRACT

2.1 The contracting parties are Hospitality German Proco GmbH (Operating Company) and the Customer. The performance of the Operating Company within the scope of the Contract is carried out by the particular hotel branch of the Operating Company (Hotel).

2.2 The Contract shall come into force upon the Hotel's acceptance of the Customer's offer.

3 PERFORMANCE

3.1 The Hotel is obliged to keep available the rooms reserved by the Customer and to render the agreed services. Should for unforeseen reasons no room in the reserved category be available upon arrival, the Hotel will provide a room in the next higher category. Should no room be available in the Hotel, the Hotel can organize accommodation in another, at least equivalent hotel. The Hotel does not assume liability for the services of the other hotel operator. The Hotel provides transport to and from the other hotel with luggage as well as a three minute international phone call, for the purpose of informing about the new address. Furthermore, the Hotel provides a voucher for an equivalent hotel room valid for the guest's next stay in the Hotel.

3.2 The Customer is obliged to pay to the Hotel the agreed or applicable prices for the room rental and other services provided. This also applies to services ordered directly by the Customer or via the Hotel, which a third party provides and the Hotel disburses.

4 HOTEL ROOM RENTAL

4.1 The Hotel's prior written consent is required if the Customer wishes to sublet the provided rooms or use them for other than lodging purposes. Insofar as the Customer is not a consumer, the extraordinary termination right in case of lacking consent of the Hotel, Section 540, paragraph 1, sentence 2 German Civil Code (BGB), is waived.

4.2 The Customer does not have the right to be provided specific rooms, unless this is expressly agreed.

4.3 Reserved rooms are available to the Customer from 3:00 p.m. on the agreed arrival date. The Customer cannot claim an earlier handover.

4.4 Rooms must be vacated and made available to the Hotel no later than 12:00 noon on the agreed departure date. Should the Customer not adhere to this provision, the Hotel may charge 50% of the full accommodation rate (list price) for the delayed vacation of the room until 6:00 p.m., and 90% after 6:00 p.m. The Customer does not obtain any contractual claims hereby. The Customer is at liberty to prove that the Hotel's claim based on the use of the room does not exist or is much lower.

4.5 The use for commercial purposes of photographs taken of the Hotel interior, both of the common areas and the Hotel rooms is prohibited.

5 PRICES

5.1 The taxes, including local taxes, in effect at the time of conclusion of the Contract, are included in the agreed prices, with the exception of locally levied taxes which are owed directly by the guest according to the particular municipal law, for example a visitor's tax. If the statutory value added tax is changed or if local taxes are newly introduced, changed or abolished after conclusion of the Contract, the prices will be adjusted accordingly. Insofar as the Customer is a consumer, this only applies if four months have passed between the conclusion and fulfilment of the Contract.

5.2 Should the Customer wish to reduce the number of reserved rooms, the services of the Hotel or the Customer's length of stay, the Hotel can increase the price for the rooms and/or for the other services.

6 PAYMENT, DEFAULT INTEREST AND SET-OFF

6.1 Invoices from the Hotel without a payment date are due within ten days of receipt of the invoice.

6.2 The Hotel can demand immediate payment of due debt from the Customer. The statutory rules concerning the consequences of default of payment apply. The Hotel reserves the right to prove greater damage.

6.3 The Customer may only set off a claim by the Hotel against a claim, which is undisputed or decided with final, res judicata effect.

7 ADVANCE PAYMENT AND SECURITY

7.1 Upon conclusion of the Contract, the Hotel may require a reasonable advance payment or the provision of a security, such as a credit card guarantee, from the Customer. In case of an advance payment on the website of Mövenpick Hotels & Resorts, the payment is processed via Hospitality German Proco GmbH, the parent company of the Operating Company. Hospitality German Proco GmbH forwards the payment to the respective Hotel and has only an intermediary role for the purpose of the credit card payment. Hospitality German Proco GmbH does not assume liability for the provision of the hotel services according to these General Terms and Conditions and the Contract. The statutory provisions relating to advance payments or to securities in connection with package tours shall remain unaffected. The statutory rules concerning the consequences of default of payment apply.

7.2 In justified cases, e.g. the Customer's default in payment or the expansion of the scope of the Contract, the Hotel may, after the conclusion of the Contract and up to the commencement of the stay, demand an advance payment or the provision of a security within the meaning of the above-mentioned No. 7.1 or an increase of the advance payment or security agreed upon in the Contract up to the total agreed remuneration.

7.3 Furthermore, the Hotel is entitled, at the beginning of and during the stay, to demand a reasonable advance payment or the provision of a security within the meaning of the above-mentioned No. 7.1 for existing and future claims arising from the Contract, insofar as such advance payment has not already been made or such security not already been provided pursuant to the above-mentioned No. 7.1 and/or No. 7.2.

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8 WITHDRAWAL OF THE CUSTOMER

8.1 The Customer can only withdraw from the Contract if a right of withdrawal was explicitly agreed upon in the Contract, if a statutory right of withdrawal exists or if the Hotel gives its explicit consent to the withdrawal. The agreement on a right of withdrawal as well as the consent to withdrawal shall be made in writing.

8.2 Insofar as the Hotel and the Customer have agreed upon a date for a possible withdrawal from the Contract at no cost, the Customer may withdraw from the Contract up to that date, without incurring payment or damage claims by the Hotel.

8.3 In case the Customer is not entitled to withdraw from the Contract, the agreed remuneration is owed, regardless of whether the agreed services are used. If the Hotel can rent out the rooms to other customers, it must credit the income and the saved expenses against the agreed remuneration. If the rooms are not rented out to other customers, the Hotel can assess a lump sum for the saved expenses. In this case, the Customer is obligated to pay at least 90% of the contractually agreed total rate for lodging with or without breakfast as well as all-inclusive arrangements with external services, 70% for half-board and 60% for full-board arrangements. The Customer is at liberty to prove that the above-mentioned claim does not exist or does not amount to the demanded sum.

9 WITHDRAWAL OF THE HOTEL

9.1 Insofar as it was agreed that the Customer can withdraw from the Contract at no cost up to a certain date, the Hotel may also withdraw from the Contract up to this date, if the Customer does not, upon inquiry by the Hotel with a reasonable grace period, waive its right of withdrawal.

9.2 The Hotel may also withdraw from the Contract if the Customer does not pay an advance payment or provide a security agreed upon or demanded pursuant to No. 7.1 and/or No. 7.2, even after a reasonable grace period set by the Hotel has expired.

9.3 Moreover, the Hotel has the right of extraordinary withdrawal from the Contract for a materially justifiable cause, in particular if

- force majeure or other circumstances beyond the Hotel's control render the fulfilment of the Contract impossible;
- rooms are reserved with culpably misleading or false information or concealment regarding essential facts; the identity or solvency of the Customer or the purpose of the Customer's stay can constitute essential facts;
- the Hotel has justified cause to believe that use of the Hotel's services might jeopardize the smooth operation, the security or the public reputation of the Hotel, without being attributable to the Hotel's sphere of control;
- the purpose or the occasion of the stay is illegal;
- there is a breach of the above-mentioned No. 4.1.

9.4 The justified withdrawal by the Hotel constitutes no claim for damages for the Customer.

10 LIABILITY OF THE HOTEL

10.1 Unless stipulated otherwise in this No. 10, the Hotel is only liable for damages caused with intent or gross negligence. For damages due to slight negligence, the Hotel is only liable when the damages have been caused by harm inflicted on life, limb or physical health, and in case of damages due to violation of essential contractual obligations of the Hotel. In the latter case, the liability is limited to the foreseeable, typically occurring damage. A breach of obligation of the Hotel is deemed to be the equivalent to a breach of a statutory representative or vicarious agent.

10.2 The Hotel is liable to the Customer for property brought into the Hotel in accordance with the statutory provisions. The Hotel recommends the use of the safe at the Hotel reception. If the guest wishes to bring money, securities and valuables with a value of more than €800 or other items with a value of more than €3'500 into the Hotel, a separate safekeeping agreement with the Hotel is necessary.

10.3 Insofar as a parking space is provided to the Customer in the Hotel garage or a Hotel parking lot, this does not constitute a safekeeping agreement, even if a fee is charged. The Hotel only assumes liability pursuant to the preceding No. 10.1 for loss of or damage to motor vehicles parked or maneuvered on the Hotel's property, as well as for loss of or damage to its contents.

10.4 Wake-up calls are carried out by the Hotel with the greatest possible diligence. Messages, mail and deliveries for guests are handled with care. The Hotel delivers, stores, and – on request and against payment – forwards such items. The Hotel only assumes liability hereby according to the preceding No. 10.1.

10.5 Upon knowledge or prompt objection by the Customer, the Hotel will act to remedy possible disruptions or defects in its performance. The Customer is obliged to undertake reasonable actions in order to remedy the disruption and to keep a possible damage to a minimum.

11 USE

11.1 Smoking (including e-cigarettes or similar) in a non-smoking room is prohibited. Smoking (including e-cigarettes or similar) is also not permitted in the public areas of the hotel. Violation of this no-smoking policy entitles the hotel to terminate the contract without notice. In any case the hotel will invoice any costs for special cleaning of the hotel room in the amount of EUR 150.00 to the customer.

11.2 The hotel rooms are fitted with sensitive automated smoke alarms. If smoking in the hotel room or public areas causes an activation of the automatic fire alarm, resulting in an intervention by the police and the fire brigade, the customer shall bear any costs incurred, however at least EUR 800.

11.3 Dogs may only be kept after obtaining prior written consent from the hotel. The costs for keeping dogs are not included in the room rate. The customer shall also bear any costs incurred for extra or special cleaning, e.g. soiling or damage, as a result of keeping a dog/dogs. Other pets than dogs are not allowed.

11.4 In case any furnishing and/or fixtures (e.g. furniture, built-in furniture, floor coverings, etc.) and/or other items and materials used and provided in the hotel rooms and the hotel building (e.g. pillows, duvets, mattresses, towels, etc.) will be damaged or soiled beyond the usual measure, the customer will bear the costs for renewal, replacement and/or repair in any case.

12 TECHNICAL INSTALLATIONS, CONNECTIONS AND INTERNET USE

12.1 The customer is not permitted to carry out any illegal file sharing using the internet connection provided by the hotel. This includes, in particular, any uploading or downloading of copyrighted text, music, film or software files. The customer shall be liable for all damages suffered by the hotel and/or the copyright holder for the violation.

12.2 The hotel gives no guarantee for the actual availability, suitability or reliability of the internet connection for any purpose. Furthermore, the hotel is not liable for any damages to the Customer's PC, tablet, smartphone etc. resulting from the use of the internet. In particular, the hotel is not liable for the contents of any websites called up or any downloaded files. Furthermore, no liability will be assumed for any viruses caused by use of the internet. The customer shall use the internet at his own risk.

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13 PRESCRIPTION PERIOD

13.1 All claims against the Hotel shall generally prescribe one year after the commencement of the statutory limitation period.

13.2 The reduction of the statutory limitation period in No. 11.1 does neither apply to damage claims, nor to claims which are based on an intentional or grossly negligent breach of obligation by the Hotel.

14 DATA PROTECTION

14.1 You can find more detailed information about the handling of your personal data in our "Privacy Notice for Guests", which is available at the Reception.

14.2 In compliance with its statutory obligation the hotel points out that the European Union has set up an online platform for the extrajudicial resolution of consumer disputes ("ODR platform"): <http://ec.europa.eu/consumers/odr/>

The hotel does not, however, participate in dispute resolution proceedings held before consumer dispute resolution bodies.

15 PARCELS AND OTHER POSTAL/MAIL ITEMS

15.1 Parcels and other postal or mail items are accepted by the hotel only if they are addressed to an overnight guest or to an event known to the hotel and are pre-registered for an overnight stay or an event or have already arrived at the hotel.

15.2 However, these parcel or letter and postal consignments will only be accepted if they have been registered in good time by the consignor.

Unregistered parcel or letter and mail items, as well as not clearly addressed items (for example missing guest or event name) will not be accepted by the hotel and will be returned to the sender.

15.3 The hotel does not assume any costs for any customs clearance.

15.4 If a sender does not have a personal contact person at the hotel, requests for deliveries can be sent to the following e-mail: hotel.muenster@movenpick.com

16 FINAL PROVISIONS

16.1 Amendments and supplements to the Contract or to the acceptance of offers or to these General Terms and Conditions should be made in writing. Unilateral amendments or supplements by the Customer are invalid.

16.2 In commercial transactions, the place of performance and payment is the place where the particular Hotel is located. In commercial transactions, as well as when the Customer lacks a place of general jurisdiction within the country according to Section 38, paragraph 2 of the German Code of Civil Procedure (ZPO), the courts at the seat of the Operating Company shall have exclusive jurisdiction in all disputes arising out of or in connection with the Contract or these General Terms and Conditions, including in disputes concerning checks and bills of exchange.

16.3 The Contract and these General Terms and Conditions are governed exclusively by German substantive law, without the application of its conflict of law's provisions. The application of the UN Convention on Contracts for the International Sale of Goods is precluded.

16.4 Should individual provisions of these General Terms and Conditions be or become invalid or void, the validity of the remaining provisions shall re-main unaffected thereby.

16.5 The approved English version of these General Terms and Conditions shall take precedence over its translations.

Hospitality German Proco GmbH – General Terms and Conditions for Hotel Accommodation Contracts (January 2020)

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