

General Terms and Conditions of coffee fellows Zweite Hotel Ltd.

1 Jurisdictional Scope

- 1.1 These Terms and Conditions apply in all hotels of the company for all contracts regarding the rental use of hotel rooms and apartments for accommodation as well as, in this context, for all further services and deliveries which are concluded between *coffee fellows Zweite Hotel Ltd.* as a management company and third parties (guest, customer) (Hotel Accommodation Contract). The concept of a 'Hotel Accommodation Contract' comprises and replaces the following terms: (Provider of) Accommodation Contract, Guest Accommodation Contract, Hotel (Room) Contract.
- 1.2 The subletting and reletting of the rooms and the usage of them on other purposes than accommodation require the previous approval of the hotel in text form, whereby § 540 par. 1 clause 2 BGB is waived as far as the customer is not a consumer within the meaning of § 13 BGB.
- 1.3 General Business Terms of the customer only apply if this was expressly agreed in text form beforehand.
- 1.4 The General Business Terms of *coffee fellows Zweite Hotel Ltd.* take effect with a reservation in the hotel or the forwarding of a reservation confirmation.

2 Conclusion of Contract, Contractual Partners, Liability, Statute of Limitations

- 2.1 The contract is concluded when the customer's application is accepted by the hotel. The hotel is free to confirm the booking of the room in text form.
- 2.2 Contractual Partners are the hotel and the customer. If a third party has ordered for the customer, they are liable for the hotel together with the customer as joint debtor for all obligations laid down on the 'Hotel Accommodation Contract', as far as the hotel has a corresponding declaration of the third party.
- 2.3 In principle, all claims against the hotel become time-barred in a year from the legal beginning of regular statute limitations depending on knowledge and according to § 199 par. 1 BGB. Damage claims are statutory limited regardless of the knowledge thereof to 5 years. The shortening of statute limitations does not apply to damage claims based on a breach of duty, intentionally or through gross negligence, of the hotel.

3 Services, Prices, Payment, Setting Off

- 3.1 The hotel is obliged to provide the rooms booked by the customer and to deliver the agreed services.

- 3.2 The customer is obliged to pay the prices of the hotel as agreed and applied for the rooms and further services used.

This also applies to services ordered directly by the customer or via the hotel, which are provided by third parties and paid advance by the hotel.

- 3.3 The agreed prices include the legal and local taxes to be applied at the time the contract was concluded. Not included are local taxes which, according to the corresponding community law, are owed by guests themselves, such as the tourist tax. The prices will be adjusted if the legal VAT changes or local taxes on the service after conclusion of the contract are newly introduced, changed, or are abolished. In contracts with consumers, this only applies if the period between conclusion and fulfilment of the contract exceeds four months.
- 3.4 The hotel can make its approval of a retroactive reduction of the number of booked rooms, of the service of the hotel or of the duration of a customer's stay dependent on an appropriate rise of the price for the rooms and/or for the other hotel services.
- 3.5 Hotel bills are payable without deduction immediately upon receipt of the bill. If payment on account has been agreed, payment – unless otherwise determined – must be made without deduction within ten days from receipt of the invoice.
- 3.6 On conclusion of the contract, the hotel is entitled to demand from the customer an appropriate advance payment or security deposit, for instance in form of a credit card guarantee. The amount of advance payment and the payment dates can be agreed in the contract in text form. In case of advanced payments or security deposits for package tours, legal regulations remain unaffected. In case of late payment by the customer, legal regulations apply.
- 3.7 In justified cases, for example in arrears with the customer or an extension of the scope of the contract, the hotel has the right to demand even after conclusion of the contract until the beginning of the stay an advance payment or a security deposit in the meaning of previous par. 3.5 or a rise of the advance payment or security deposit up to the full payment agreed in the contract.
- 3.8 The hotel is further entitled to demand from customers at the beginning of and during their stay an appropriate advance payment or security deposit in the meaning of previous par. 3.6 for existing and future claims from the contract, as far as such an action has not yet been performed according to the above par. 3.6 and/or par. 3.7.



4 Resale

- 4.1 The resale/reletting and/or transfer of booked rooms is prohibited. In particular, the transfer of rooms and/or room allotments to third parties at higher prices than the actual room prices are inadmissible. Also, the assignment or the sale of the claim against coffee fellows Zweite Hotel Ltd. is not allowed. In these cases, the hotel is entitled to cancel the reservation, if, upon assignment/sale, the guest made untrue statements to third parties about the type of reservation or payment. The use of the hotel room for a purpose other than accommodation is expressly prohibited.

5 Withdrawal of Guest/Customer (Cancellation)

- 5.1 A cancellation of the contract concluded with the hotel by the customer is only possible if the right of withdrawal was explicitly agreed in the contract, or a legal right to step back exists or if the hotel explicitly approves the contract cancellation.
- 5.2 If there is an agreement between the hotel and the customer on a date for a free cancellation of the contract, the customer can step back up to that date without triggering payments or damage claims by the hotel.
- 5.3 If there is no agreement on a withdrawal date or if it has already expired, there is also no legal right to withdraw or give notice; and if the hotel does not approve the cancellation of a contract, the hotel retains the claim on the agreed compensation despite a non-use of the service. The hotel must count the revenues from other room rentals as well as the saved expenses. If the rooms are not otherwise rented, the hotel can generalize the deduction for saved expenses. In this case, the customer is obliged to pay for 90 % of the contractually agreed price for overnight stay with or without breakfast as well as for package arrangements with external services, 70% for half board arrangements and 60% for full board arrangements. The customer is free to prove that the aforementioned claim has not or not to the requested amount arisen.

6 Hotel Withdrawal

- 6.1 As far as has been agreed that the customer can step back freely from the contract within a certain period, the hotel itself is entitled in this period to resign from the contract if there are queries of other customers about the contractually booked rooms and the customer, upon consultation of the hotel with a reasonable deadline, does not waive his right to resign. This also applies upon granting an option if there are other queries and the customer, at the hotel's request with a reasonable period of notice, is not willing to make a firm booking.
- 6.2 If an advance or security payment agreed or requested according to par. 3.6 and/or par. 3.7 is not made even after the expiry of an appropriate grace period set by the hotel, the hotel is also entitled to cancel the contract.



- 6.3 Further, the hotel has the right to step back from the contract extraordinarily for an objectively justifiable reason, if:
- force majeure or other circumstances the hotel is not responsible for make the fulfilment of the contract impossible;
 - events or rooms are booked culpably, stating misleading or wrong reasons or concealing essential facts; the customer's identity, the ability to pay or the purpose of stay may be essential;
 - the hotel has reasonable grounds for assuming that the use of the service may endanger the smooth operation of the business, the security or the public reputation of the hotel as long as it cannot be assigned to the sphere of organization and control of the hotel;
 - the purpose or occasion of the stay is illegal;
 - there is a violation against par. 1.2.
- 6.4 The justified withdrawal of the hotel does not justify any claim of the customer for damages.
- 7 Provision, Deployment and Handover of Room**
- 7.1 The customer does not acquire a right to the provision of certain rooms unless this was expressly agreed in text form.
- 7.2 Booked rooms are available for the customer from 03:00 p.m. of the agreed day of arrival. The customer has no claim on an earlier provision.
- 7.3 On the agreed day of departure, the rooms must be made available vacated to the hotel no later than at 11:00 a.m. After that time, the hotel can invoice 50% of the full accommodation price (price according to the pricelist) for use until 6:00 p.m. more than the contract, after 6:00 p.m. 90% can be charged. Contractual claims of the customer are not justified by this. He is free to prove that no or an essentially lower claim on a user fee has arisen.
- 7.4 In case of key loss or non-delivery of the key, the hotel is entitled to charge a reasonable fee depending on the locking system.
- 7.5 In case of self-infliction, such as forgetting the key in the room, we charge a fee of 50,00 euros for coming to the hotel outside the opening hours.
- 7.6 The housing of pets outside the rules will be punished with a fine of 100,00 euros and a house ban.



8 Liability of the Hotel

- 8.1 The hotel is liable for damages it is responsible for arising from the violation of life, body, or health. Further, it is liable for other damages based on an intentional or grossly negligent breach of duty or on an intentional or careless violation of contract-typical duties of the hotel.

Contract-typical duties are such duties which enable the proper execution of the contract, and whose fulfilment the customer trusts or may trust. A breach of duty by the hotel is equivalent to such a breach by a legal representative or a vicarious agent. Further claims for damages are excluded, unless not otherwise regulated in this par. 7. Should there be faults or defects in services of the hotel, the hotel will do its best to provide a remedy if it has knowledge about them or if it receives an immediate complaint by the customer. Customer are obliged to contribute what is due to them to fix the problem and minimize a potential damage.

- 8.2 For objects brought by the customer, the hotel is liable to the customer according to legal regulations. The hotel recommends the use of the hotel and room safe. If the customer wants to bring in money, securities, and valuables with a value of over 800,00 euros or other things with a value of more than 3.500,00 euros, a special retention agreement with the hotel is required.
- 8.3 If the customer is provided a parking lot at the hotel garage or on the hotel's car park, even for a fee, no custody agreement is formed. If cars are parked or maneuvered at the hotel property, and their contents, get lost or damaged, the hotel is only liable in compliance with par. 7.1, clauses 1 to 4.
- 8.4 Wake-up calls are performed by the hotel with the utmost care. Messages for the customers are treated with care. After previous discussion with the customer, the hotel can assume the acceptance, storage and – on request – the chargeable forwarding of mail and goods. Here, the hotel is only liable according to previous par. 7.1 clauses 1 to 4.

9 Liability of the Guest

- 9.1 The guest must treat the hotel room gently and with care.
- 9.2 Children under 14 years old are to be supervised at any time during their stay in the hotel by a grown-up guest.
- 9.3 Guests are liable for damages and consequential damages caused by them. Among other things, these include, even with only slight negligence, all the dirt that goes beyond usual measure, all damages as well as the costs of a fire alarm, which may possibly arise through the usage of the hotel room.



- 9.4 The use of equipment brought by the customer, such as kettles, irons, and hair dryers, are not permitted due to fire safety reasons, likewise the charging of batteries for e-bikes, e-scooters, and all further battery devices. Should costs arise due to the use of such devices, e.g., for fire alarm, damage to inventory, the guest is fully liable for these costs.
- 9.5 The guest is fully liable for damages (renovation) as well as consequences (loss of rent) due to disregard of a smoking ban.
- 9.6 The disregard of the smoking ban gets punished with a fine of 250,00 euros.
- 9.7 Animals may be accommodated in special rooms only with prior written approval for an agreed fee.
- 9.8 Damages to hotel property (e.g., mattresses or cabinets) caused by the animal will be fully charged to the owner.

10 Final Provisions

- 10.1 Modifications or additions to the contract, the application acceptance, or these Terms and Conditions for the admission to the hotel are supposed to be made in writing. Unilateral changes or supplements made by the customer are ineffective.
- 10.2 The place of fulfilment and payment is the registered office of the hotel.
- 10.3 The exclusive place of jurisdiction in commercial traffic – also for check and bill of exchange disputes – is the registered office of the hotel. If a contractual partner meets the requirements of § 38 par. 2 ZPO and if he has no general national place of jurisdiction, the location of the operating company is seen to be the place of jurisdiction.
- 10.4 German law applies. The application of UN Sales Law and Conflict of Law is excluded.
- 10.5 Should single regulations of these General Terms and Conditions be or become ineffective or void for hotel acceptance, the effectiveness of the other regulations is not affected. Furthermore, the legal regulations apply.