

## General Terms of Business

### 1. Area of application

- 1.1 These General Terms of Business shall apply to agreements for the letting of hotel apartments and hotel suites for residential purposes, and to all services and deliveries rendered to hotel customers by the company art'appart appartementvermietungs GmbH, hereinafter referred to as art'appart.
- 1.2 It shall be permissible to sub-let or to otherwise further let the originally let rooms, or to use such rooms for purposes other than residential or event purposes, only after securing the prior written consent of art'appart.
- 1.3 Terms of business of the Customer shall be applied only after prior written consent.

### 2. Conclusion of Agreement and contractual partner

- 2.1 The Agreement shall come into force by acceptance of the Customer's application by art'appart. art'appart can decide, at its own discretion, whether to confirm the apartment reservation in writing. A group reservation, or another kind of event reservation, shall be binding only after written confirmation of the order by art'appart.
- 2.2 The contractual partners are art'appart and the Customer. In the event that a third party has placed an order for the Customer, the third party shall be liable to art'appart together with the Customer, as co-debtor, for all obligations arising from the Agreement, insofar as art'appart has a declaration to this extent by the third party.

### 3. Services provided, prices, payment, invoicing

- 3.1 art'appart agrees to provide the number of apartments or suites as reserved by the Customer, and to perform the otherwise agreed services.
- 3.2 The Customer agrees to pay the agreed and/or valid prices of art'appart for the use of the apartments or suites, the use of any rooms granted, and the additional services used. This applies likewise to services provided and expenses incurred by art'appart on behalf of third parties. If art'appart agrees to provide or deliver food and beverages in a contractually agreed amount for a particular number of persons, and if fewer persons take part in the event than originally planned, the Customer agrees to accept and pay for the food and beverages in the amount originally ordered, regardless of the actual consumption. In the event that more persons take part in the event than originally contractually agreed, art'appart shall not be obligated to provide further services. Within the context of its possibilities, art'appart shall attempt to satisfy the demand arising from the conditions that prevail.
- 3.3 The agreed prices include the respectively valid value-added tax (VAT).
- 3.4 If the period of time between the conclusion of the Agreement and performance of contractual obligations exceeds four (4) months, and if prices for such services are generally raised by art'appart during this period, art'appart can raise the agreed price to an appropriate extent, but not by more than ten (10) percent.
- 3.5 art'appart shall be further entitled to change the prices if the Customer requests the following changes after conclusion of the Agreement, and if art'appart agrees to such changes:
- A change in the number of reserved apartments or suites, the reserved rooms, and/or the number of reserved persons
  - A change in the length of stay of the guests
  - A change in otherwise reserved services to be provided by art'appart.

The Customer is at liberty to provide evidence that such changes have resulted in savings for art'appart.

- 3.6 Invoices from art'appart without payment due dates are payable, without deductions, upon receipt of the invoice. art'appart shall be entitled to immediately call for payment of accrued claims, and to demand immediate payment. In the event of delay in payment, art'appart shall be entitled to charge interest for the current year in the amount of five percent (5 %) above the base interest rate currently set by the Deutsche Bundesbank. The Customer shall be at liberty to provide evidence that lower expenses have been incurred, and art'appart shall be at liberty to provide evidence that higher claims have arisen.
- 3.7 The Customer shall be entitled to offset any claims, to withhold payment, or to reduce payment only in the event that he has undisputed claims or claims that have been legally confirmed.

### 4. Withdrawal from the agreement by the Customer (cancellation of orders or reservations)

- 4.1 Withdrawal of the Customer from an agreement concluded with art'appart requires written consent by art'appart. If such written consent is not provided, the agreed price set forth in the Agreement must also be paid, even though the Customer does not use the contractually agreed services. This stipulation shall not apply in cases of delay in provision of services by art'appart, or if services cannot be provided for reasons for which art'appart is responsible.
- 4.2 In the event that a deadline date for withdrawal from the Agreement has been agreed in writing between art'appart and the Customer, the Customer may until this date withdraw from the Agreement, without incurring payment or restitution claims by art'appart. The right of the Customer to withdraw shall terminate if he does not take advantage of his right of withdrawal by notification to art'appart in writing before the agreed deadline, or if delay in provision of services by art'appart does not occur, or if impossibility of provision of services by art'appart, for reasons for which art'appart is responsible, does not arise.
- 4.3 The Customer shall be entitled to cancel, without incurring payment or restitution claims by art'appart, as follows:

	3 weeks before arrival	6 weeks before arrival	9 weeks before arrival	4 months before arrival	6 months before arrival
For 5 to 20 nights	40 % of the amount due	60 % of the amount due	100 % of the amount due	—	—
For 21 to 50 nights	20 % of the amount due	40 % of the amount due	60 % of the amount due	100 % of the amount due	—
For more than 50 nights	10 % of the amount due	20 % of the amount due	40 % of the amount due	60 % of the amount due	100 % of the amount due

- 4.4 For the apartments or suites that were not used by the Customer, art'appart shall offset its income from letting the apartments or suites to other guests, as well as its savings from not performing services to the original Customer. For the apartments or suites that were not used by the Customer, art'appart shall, in conjunction with provision made of foods and beverages, offset its income from letting the apartments or suites to other guests, as well as its savings from not performing services.
- 4.5 art'appart shall be at liberty to reckon the losses that it suffers, and that must be reimbursed by the Customer, as lump-sums incurred after expiry of the cancellation deadlines. The Customer shall then be obligated to pay 90 % of the contractually agreed price for the following:

- Letting of the apartment or suite, plus any agreed breakfast
  - Letting of the rooms, plus the entire agreed price for ordered foods and beverages, plus 50 % of the provision charges.
- The Customer is at liberty to provide evidence that no losses have been incurred, or that the losses incurred by art'appart were lower than the lump sum demanded.

### 5. Withdrawal from the Agreement or termination of agreement by art'appart

- 5.1 Insofar as the right of withdrawal from this Agreement within a certain period of time was agreed in writing with the Customer, art'appart is likewise entitled, during this same period of time, to withdraw from the Agreement, if inquiries have been received from other Customers for contractually reserved apartments or suites, rooms, and/or other services, and if – upon inquiry by art'appart, the original Customer is not prepared to renounce his right to withdraw from the Agreement.
- 5.2 If a contractually agreed advance payment has not been made, even after lapse of an appropriate period of grace and even after art'appart has threatened to cancel the reservation, art'appart is likewise entitled to withdraw from the Agreement.
- 5.3 art'appart shall furthermore be entitled to withdraw from and to terminate the Agreement on objectively justified grounds ... :

- If force majeure or other circumstances, for which art'appart is not responsible, make performance of the Agreement impossible
- If apartments or suites were booked under confusing or false provision of essential information – e.g., details on the person of the Customer, or on the purpose of the rental – or if the Customer brings food and beverages to an event in the building without prior agreement by art'appart
- If art'appart can justifiably assume that the Customer's use of services provided would endanger the safety of other guests or of staff of the building, or would endanger the reputation of art'appart in the public eye, without attribution of these conditions to the sphere of control or organization on the part of art'appart

- 5.4 art'appart shall without delay inform the Customer in the event that it will exercise its right of withdrawal from or termination of the Agreement.
- 5.5 In the event of justified withdrawal from or termination of the Agreement by art'appart, the Customer shall not be entitled to claims for restitution of losses.

### 6. Provision, turnover, and return of apartments or suites

- 6.1 The Customer acquires no rights to provision of certain apartments or suites.
- 6.2 Reserved apartments and suites are available to the Customer in unobjectionable condition for use, beginning on 4.00 p.m. of the day of arrival. Reserved rooms shall be available to the Customer only beginning with the agreed date and time of day. The Customer is not entitled to provision of the rooms before the reserved point in time.
- 6.3 On the agreed departure day, the apartments or suites shall be emptied of personal belongings and returned to art'appart not later than 11.00 a.m. If the rooms are returned later than this time, up until 6.00 p.m., art'appart shall be entitled to invoice fifty percent (50 %) of the lodgings price (list price). If the rooms are returned later than 6.00 p.m., art'appart shall be entitled to invoice one hundred percent (100 %) of the lodgings price (list price). The Customer shall be at liberty to provide evidence that art'appart has suffered no or significantly less losses as a result thereof.
- 6.4 art'appart shall be at liberty, beyond the terms of the concluded Agreement, to charge an additional cleaning fee of EUR 100.00, if the apartment or suite has been soiled beyond customary usage.
- 6.5 The Customer agrees to immediately return the rooms to art'appart after completion of a scheduled event.

### 7. Liability

- 7.1 art'appart shall be liable to perform the Agreement with the due diligence of a sound businessman. This liability, however, is limited to damage caused by it intentionally or by its gross negligence. The Customer is obligated to take all reasonable action to rectify the interference and to minimize any possible damages.
- 7.2 art'appart shall be liable in accordance with legal stipulations, i.e., up to EUR 600.00, for losses to objects brought by the Customer. Art'appart shall not be liable for money or for valuables. Money and valuables up to the maximum value of EUR 1,000 (ensured value) can be safeguarded in the apartment or suite safe, or in safes at the reception (with room provided in accordance with the available safe capacity). art'appart recommends that Customers make use of this possibility of safeguarding. Any claims for restitution shall terminate if the Customer does not immediately inform art'appart after obtaining knowledge of loss, destruction, or damage (§ 703 BGB).
- 7.3 Legal stipulations shall apply to the non-restricted liability of art'appart.
- 7.4 Insofar as the Customer is provided with a car parking space in the underground garage or on a hotel car park, even if a fee is charged for such service, this provision shall not constitute conclusion of an agreement for safekeeping of objects. If a parked or towed motor vehicle, and/or its contents, is stolen, art'appart shall not be liable for losses, except in cases of damage caused by it intentionally or by its gross negligence. This shall also apply to persons employed by art'appart in fulfillment of its obligations.
- 7.5 art'appart shall carefully handle messages, mail, and delivered goods for its guests. This service shall not constitute conclusion of an agreement for safekeeping of objects.
- 7.6 The Customer shall be liable for all damages caused by his negligence, or the negligence of his staff or his guests, in the art'appart building or to art'appart inventory items themselves.
- 7.7 Claims for damages by the Customer shall lapse in accordance with legally stipulated time limitations (time barring).

### 8. Decorations brought by the Customer; rearrangement of furnishings in the rooms

- 8.1 The installation of decoration material in the art'appart building shall be permitted only with prior consent by art'appart. The Customer shall accept responsibility for the suitability of the decorations to be approved. The Customer shall be solely liable for any installed decoration, and shall grant indemnity to art'appart from liability with respect to infringement against rights held by third parties.
- 8.2 The Customer shall not rearrange any furnishings in apartments or suites furnished by art'appart without the express prior consent of art'appart. In the event that the Customer violates this stipulation, art'appart reserves the right to charge a lump-sum fee of EUR 200 to return the furnishings to their original condition, or to charge 100 % for restitution of losses in cases of damages arising from such rearrangement of furnishings.

### 9. Concluding stipulations

- 9.1 Changes or additions to the Agreement, to the acceptance of reservation, or to these Terms of Business for acceptance of guests shall be valid only in written form. Changes or additions made by the Customer shall not be valid.
- 9.2 Place of performance and place of payment shall be the registered place of business of art'appart.
- 9.3 Any disputes arising, including disputes involving cheques or exchange, shall be settled at the applicable legal venue at the registered place of business of art'appart for commercial transactions. This shall also apply for commercial transactions for Customers that have no general domestic legal venue.
- 9.4 German law shall apply.
- 9.5 In the event that individual stipulations of these General Terms of Business for apartment or suite reservations should prove to be, or should become, invalid or void, this shall not affect the validity of the remaining stipulations. For all other cases, the pertinent legal stipulations shall apply.

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