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## General Terms and Conditions

### I. Scope of Application

1. These General Terms and Conditions apply to all contracts concluded with SAXX Hotels and SAXX Apartments, properties of SAXX Hotel Group GmbH, Spechtstraße 1, 14195 Berlin (hereinafter referred to as "Hotel"). Terms and conditions other than those of the Hotel shall not become part of the contract, even if the Hotel does not expressly object to them.
2. The subleasing or further leasing of the provided rooms and conference spaces, as well as their use for purposes other than the usual or agreed-upon purposes, is not permitted and requires the prior written consent of the Hotel.

### II. Conclusion of the Contract

1. The accommodation contract is concluded by the Hotel's acceptance of the customer's reservation. In the case of a reservation via the website, the accommodation contract is also concluded through the acceptance of the reservation by the Hotel. This also applies accordingly to any additional services booked.
2. The contract for the rental of conference rooms and the arrangement of other services for the organization of events is concluded through the customer's return of the signed offer within the option period specified in the offer. During this option period, the Hotel reserves the conference space for the customer. If the option period expires without the customer's acceptance, no contract is concluded.
3. Offers that do not contain an option date are non-binding, and there is no right to reservation.
4. If, in the case of renting conference rooms, it turns out afterward that the customer misrepresented the true purpose of the event or failed to inform the Hotel about essential matters, and it is unreasonable for the Hotel to adhere to the contract, particularly if the safety or reputation of the Hotel in the public could be endangered, the Hotel may withdraw from the conference room rental contract.

### III. Services, Prices, Payment, Offset

1. The Hotel is obligated to provide the rooms and conference spaces booked by the customer and to deliver the agreed-upon services.
2. The customer is obligated to pay the agreed compensation for the temporary rental of the rooms and any additional services booked.
3. The agreed prices include the applicable statutory value-added tax.
4. If the customer requests a change in the services after the contract has been concluded, such as changes in the number of rooms booked, the number of participants in an event, the services provided by the Hotel, or the duration of the guests' stay, the change request will only become part of the contract if the Hotel agrees to it.
5. Unless otherwise agreed, invoices from the Hotel are due immediately and without deduction. The Hotel is entitled to request a reasonable advance payment or security deposit at the time of contract conclusion or afterward. The amount of the advance

payment and the payment terms are specified in the offer, booking page, or in the contract for the rental of conference spaces.

6. The customer can only offset a claim against the Hotel's claim if the claim is undisputed or legally binding.

#### IV. Guarantee of Individual Room Reservation

1. Reservations with a check-in after 6:00 p.m. must be guaranteed for late arrival. A guaranteed reservation will be held until 7:00 a.m. on the day following the arrival day.
2. To ensure a guarantee, an advance payment is required, e.g., through a valid credit card or a written guarantee from the company (only for group reservations).
3. The amount of the deposit depends, among other things, on the duration of stay. The deposit/reservation will be offset against any outstanding amounts at the end of the stay or refunded. The credit card reservation, if not converted into payment, usually expires after about 14 days. Depending on the bank issuing the card, this may happen earlier or later.

#### V. Cancellation and Non-Arrival

Cancellations of individual reservations must be made online via the booking page or by email to the booked hotel. For group reservations, a written cancellation is required. If a cancellation is not made in time, the agreed price from the contract must still be paid, even if the customer does not use the contractual services. This does not apply in cases where the Hotel is in default, or if the Hotel is unable to perform the service due to circumstances beyond its control, or if the Hotel can provide the service to third parties.

#### VI. Individual Room Reservation (Single Reservation)

1. Individual hotel reservations can, unless otherwise agreed, be canceled free of charge up to one day before the arrival date. A cancellation after this deadline or a no-show will incur a cancellation fee of 100% of the total stay rate. Apartment reservations can, unless otherwise agreed, be canceled free of charge up to 7 days before the arrival date. A cancellation after this deadline or a no-show will incur a cancellation fee of 100% of the total stay rate.
2. Early bird rate: This rate is subject to special conditions: A 100% prepayment for the booked services is required at the time of booking and will be charged to the provided credit card. Free cancellation is not possible for this rate. In the event of cancellation, the paid prepayment will be retained as a cancellation fee in full. Changes to the reservation data are not possible.

#### VII. Event Reservation, Group Reservation

1. If a cancellation deadline has been agreed in writing between the customer and the Hotel, the customer may withdraw from the contract until that time without triggering payment or compensation claims from the Hotel. The right of withdrawal expires if the customer does not exercise this right in writing by the agreed deadline.
2. For a cancellation after the agreed cancellation period, the cancellation fees listed in section VI.1 apply. For group bookings (from 10 rooms) and event bookings, the cancellation fees agreed upon in the respective contract apply.

#### VIII. Withdrawal of the Hotel

1. If the contract requires an advance payment and the customer fails to pay it on time and does not do so even within a reasonable grace period set by the Hotel, the Hotel is entitled, at its discretion, to withdraw from the contract or claim damages for non-performance. The Hotel reserves the right to check credit cards and carry out pre-authorizations. If a card is invalid, the customer will be notified and has 48 hours to provide a valid credit card. If this does not happen within this period, the Hotel has the right to withdraw from the contract and cancel the reservation.
2. Furthermore, the Hotel is entitled to withdraw from the contract if
  - a) force majeure or other circumstances beyond the Hotel's control make the fulfillment of the contract impossible,
  - b) rooms or conference spaces are booked based on misleading or false statements about essential facts, such as the customer's identity or the stated purpose,
  - c) the Hotel has reasonable grounds to believe that the use of the hotel service could endanger the smooth operation, safety, or public reputation of the Hotel, and this is not due to the Hotel's fault,
  - d) there is a violation of Section "Scope of Application," I. Paragraph 2.
3. The Hotel must immediately inform the contracting party of the exercise of the right of withdrawal and refund any payments made in the case of item 2. a). In the cases of item 2. b) to d), a refund of payments made will occur, taking into account any claims for damages from the Hotel due to breach of duty and/or misuse.  
In the case of a justified withdrawal, there is no claim for compensation by the customer against the Hotel.

#### IX. Provision, Handover, and Return of Rooms and Conference Spaces

1. The customer does not have a right to the provision of specific rooms.
2. The reserved rooms are available to the customer from 3:00 p.m. on the day of arrival and must be vacated by 11:00 a.m. on the day of departure. If the customer requests a late check-out and/or early check-in, this will depend on availability and will incur an additional charge as per the current price list; there is no right to such requests.
3. The customer is provided with a conference room for the agreed number of persons for the contractually agreed period, unless the customer has specifically booked a particular conference room. If the number of participants is reduced by more than 10%, the Hotel is entitled to change the confirmed rooms, considering the possibly lower room rent, unless this is unreasonable for the customer.

#### X. Provision of Replacement Accommodation

1. The Hotel may provide the customer or guest with suitable alternative accommodation of equal quality if this is reasonable, especially if the deviation is minor and objectively justified.
2. Additional costs for the alternative accommodation will be borne by the Hotel.

#### XI. Warranty, Liability

1. The Hotel is liable for damages resulting from intentional or grossly negligent breaches of duty by the Hotel, and damages resulting from intentional or negligent violations of contractual obligations (so-called "cardinal duties," i.e., obligations whose fulfillment

enables the proper execution of the contract and on whose compliance the contractual partner regularly relies and is entitled to rely).

2. If the Hotel negligently breaches a material contractual obligation, liability for damages is limited to the typically foreseeable damage. Free room safes and/or lockers are available at the reception for money, securities, valuables, etc.
3. Should defects in the Hotel's services occur, the Hotel will remedy the situation as soon as it becomes aware of it or upon immediate complaint from the customer. Furthermore, the customer is obligated to promptly notify the Hotel of the possibility of an unusually high damage.

## XII. Miscellaneous

1. Pets are not allowed throughout the Hotel.
2. Smoking is prohibited in all indoor areas of the Hotel. There are designated smoking areas in the outdoor areas of the Hotel, equipped with ashtrays. Smoking is only permitted in these smoking areas. A cleaning fee of €500 will be charged for violations.
3. Each guest is required to fill out a registration form and other documents upon arrival if this is legally or administratively required.
4. Upon arrival, the guest must pay the full invoice amount in advance by credit card. (Exception: the company covers the total bill for the guest and confirms this in writing). No cash payments are accepted.
5. The following payment methods are accepted: American Express, Visa, MasterCard, and EC/Maestro card.

## XIV. Final Provisions

1. Changes or additions to the contract or these terms and conditions must be in writing.
2. The place of performance and payment is the location of the Hotel. If the customer is a merchant or an entrepreneur under § 14 BGB, the exclusive place of jurisdiction is the location of the Hotel.
3. If any provision of these terms and conditions is or becomes invalid, this does not affect the validity of the remaining terms and conditions.
4. All contractual relationships are governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-law rules of international private law.

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SAXX Hotel Group GmbH

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