

## General Terms and Conditions THE FLAG Service Frankfurt GmbH

### 1. Scope of Applicability

- a) These Terms and Conditions of Business apply to agreements for the temporary provision of apartments for accommodation as well as all the services and supplies rendered for User by Provider.
- b) The prior written consent of the provider is required if rooms provided are to be sublet or rented out or used other than for lodging purposes, whereby § 540 par. 1 sentence 2 German Civil Code (BGB) is waived insofar as the customer is not a consumer.
- c) The customer's general terms and conditions shall apply only if this is previously expressly agreed in writing.

### 2. Conclusion of agreement, contracting parties, liability, limitation

- a) The agreement shall originate when the use agreement has been signed by both parties.
- b) Contracting parties shall be User and Provider. If a third party has booked for User, it shall be liable towards Provider for all obligations from the use agreement as joint and several debtor together with User.
- c) In order to prevent damage to the walls, attachment of decoration material or other objects is to be coordinated with Provider in advance.
- d) The period for barring of all claims by User shall be 6 months.
- e) This limitation of liability and shorter period of barring shall also apply in favour of Provider in the event of a breach of duties from the contractual agreement and positive breaches of contract.

### 3. Services, Prices, Payment, Set-Off

- a) Provider shall be obliged to provide the rooms booked by User and to render the agreed service.
- b) User shall be obliged to pay User's prices valid or agreed for the provision of the room and the services claimed by him in advance. This shall also apply to the services arranged for by User and expenditure of Provider to third parties.
- c) User can only offset against a claim of Provider or reduce the price with an undisputed or legally effective claim.

### 4. Withdrawal by User (cancellation of order, withdrawal)

- a) Withdrawal from the agreement concluded with Provider by User shall require Provider's written approval. If it is not given, the agreed price from the agreement shall be due for payment even if User does not make use of contractual services. This shall not apply in cases of arrears in service by Provider or impossibility of rendering of service for which it is answerable.
- b) If a date for withdrawal from the agreement has been agreed in writing between Provider and User, the latter can withdraw from the agreement by such time without triggering claims to payment or damages by Provider. User's right to withdrawal shall expire if he does not exercise his right to withdrawal towards Provider by the agreed date, to the extent that this is not a case of arrears in services by Provider or an impossibility of rendering of service for which it is answerable.
- c) In the event of rooms not being used by User, Provider shall offset the income from rental of the rooms elsewhere and the expenditure saved.

### 5. Withdrawal by Provider

- a) Provider shall be entitled to extraordinary withdrawal from the agreement for objectively justified reasons, for example if:

- there is force majeure or if other circumstances for which Provider is not answerable make performance of the agreement impossible
  - apartments are booked with misleading or false statement of essential facts
  - Provider has justified reason to assume that use of Provider's services can jeopardise unproblematic sequence of business, security of Provider's reputation in the public without this being ascribable to Provider's area of control or organisation.
- b) Provider shall notify User of the exercising of the right of withdrawal without delay.
- c) If Provider's withdrawal is justified, no claim to damages on the part of User shall originate.

## 6. Ordering, hand-over and return of rooms

- a) User shall not acquire any claim to the provision of certain rooms.
- b) Booked rooms shall be at User's disposal for moving in 15 o'clock on the agreed date of arrival.
- c) On the agreed date of departure, the rooms shall be provided cleared by User by no later than 10.00 a.m..

## 7. Provider's liability

- a) Provider shall be liable for the due care of a prudent merchant. However, this liability shall be limited in the area not typical for the service to defects and damage in service, subsequent damage and disturbance to be put down to Provider's malice aforethought or gross negligence. If disturbances or defects in service occur on the rented apartment or building, User shall ensure a remedy in the event of knowledge of notification of defects by User without delay. User shall be obliged to contribute what can reasonably be expected of him to remedy the disturbance and to keep possible damage low.

## 8. Final Provisions

- a) Conclusion, amendments or addenda to the agreement or the present T&C for the use of the apartments must be in writing. Unilateral amendments or addenda by User shall be ineffective.
- b) Place of performance and payment shall be Frankfurt am Main.
- c) Exclusive place of jurisdiction - also for disputes from cheques and bills - shall be Frankfurt am Main. To the extent that a contracting party fulfils the preconditions of § 38 subsection 1 German Code of Civil Proceedings and does not have a general place of jurisdiction inside Germany, Frankfurt am Main shall also be deemed place of jurisdiction.
- d) German law shall apply.
- e) If individual provisions of the present General Terms and Conditions for take-over of use are or become ineffective or null and void, the validity of the remaining provisions shall not be affected. Apart from this, the statutory directives shall apply.