



T&C

GENERAL TERMS & CONDITIONS

I. AREA OF VALIDITY

These terms and conditions apply to contracts regarding the leasing of apartments, the accommodation as well as all other services and deliveries provided to the customer or the tenant of DA Downtown Apartments GmbH. In this regard, DA Downtown Apartments GmbH points out that no confirmations for the registration of a domicile in Berlin can be issued within the rental provision scope. Leasing is made by means of a rental agreement for temporary use (hereinafter referred to as “rental contract”).

Any subleasing or subletting of the rented apartments as well as their use for a different kind of accommodation purposes requires the prior written consent of DA Downtown Apartments GmbH.

Any terms and conditions presented by the Customer/Tenant may be applied solely with an express prior written agreement.

I. CONCLUSION OF CONTRACT

At the registration, the Customer/Tenant submits an offer that DA Downtown Apartments GmbH is able to accept. The registration is valid for all visitors listed on the registration form. The rental contract for the property described in the offer will be concluded with binding effect, once DA Downtown Apartments GmbH confirms the Customer's/Tenant's reservation requests electronically or in writing. Should the contents of the confirmation differ from the contents of the registration, DA Downtown Apartments GmbH must be informed forthwith. In such an event, a new confirmation shall be issued.

DA Downtown Apartments GmbH may decline the Customer's/Tenant's offer without stating any grounds thereto.

The apartment shall be leased to the Customer/Tenant for the specified contract term (max. 6 months) solely for holiday/business trip purposes and only the maximum number of guests specified in the rental contract may be accommodated.



For a booking period of 29 overnight stays or more, an advance payment of 10% of the total reservation amount is due. The rent for the first month shall be due 14 days prior to the beginning of the accommodation. The advance payment shall be invoiced upon reservation/confirmation.

II. CONTRACTUAL PARTNER, DEPOSIT, STATUTORY LIMITATION

The Customer/Tenant shall be considered the guest and contractual partner of DA Downtown Berlin GmbH, even though they might have placed the order for guests other than themselves or guests that shall share the accommodation with them.

The contractual partners shall be DA Downtown Berlin GmbH and the Customer/Tenant. If the reservation has been placed by a third party in the Customer's/Tenant's name, they shall be held liable towards DA Downtown Berlin GmbH jointly and severally together with the Customer/Tenant for all obligations under the reservation agreement.

In the event that the contractual parties have agreed upon a deposit, the Customer/Tenant shall pay DA Downtown Berlin GmbH a security deposit for any furniture and equipment that has been made available. The deposit is due on check-in and it shall not bear interest. It shall be reimbursed to the Customer/Tenant within a period of 14 days upon termination of the rental contract, after it has been made clear that DA Downtown Berlin GmbH has no claims towards the Customer/Tenant (such as claims for damage and/or loss of items that belong to the rented property (to this end, the Customer/Tenant shall receive a list of all furniture and equipment upon check-in) or a subsequent settlement for excessive wear).

In general, all claims against DA Downtown Berlin GmbH shall become time - barred after one year as of the beginning of the regular limitation period that starts, after the Claimant has been made aware of the possibility to assert their claims as per § 199, para 1 BGB [German Civil Code]. Regardless of whether the claimant has been made aware of the possibility to assert a claim or not, all claims for damages become time - barred after a period of five years. The shortening of the limitation does not apply to claims based on a deliberate or grossly negligent breach of duty on the part of DA Downtown Berlin GmbH.

III. SERVICES, PRICES, PAYMENTS, OFFSETTING

DA Downtown Berlin GmbH shall be obliged to keep the apartments booked by the Customer/Tenant available as well as to deliver all agreed services.

The Customer/Tenant shall be obliged to pay the applicable or the agreed prices for the apartment rent as well as for any other services that have been booked to DA Downtown Berlin GmbH, prior to the commencement of rent (check-in). This also applies to services and expenses by DA Downtown Berlin GmbH that the Customer/Tenant has sublet to third parties.

Because of the temporary use of the property, in the agreed rent are in general all fixed ancillary costs as per §2 Operational Costs Ordinance covered (incl. the consumption – based costs such as electricity, heating and water). Because of the strictly temporary use, the Customer/Tenant explicitly agrees to the payment of a flat – rate for heating and hot water supply. A subsequent adjustment based on consumption recording is possible solely for excess consumption. If the parties under the contract have agreed upon a consumption – based billing



for the ancillary costs that shall not be part of the duties of the Customer/Tenant, these ancillary costs shall be invoiced separately.

The agreed prices include the respective legal VAT. If the period between the conclusion of the contract and the contractual performance is longer than 4 months and if the regular price for such services calculated by DA

Downtown Berlin GmbH increases in the meantime, then the contractually agreed price may be appropriately adjusted, whereby the increase shall not be higher than 5%.

Furthermore, DA Downtown Berlin GmbH may adjust the prices if the Customer/Tenant requests a subsequent change to the number of the apartments booked, to the services provided by DA Downtown Berlin GmbH or to the duration of the guests' accommodation and DA Downtown Berlin GmbH confirms such changes.

Invoices sent by DA Downtown Berlin GmbH without a specified due date are to be paid within 10 days of receipt without a deduction. DA Downtown Berlin GmbH shall be entitled to make any receivables accrued valid and to demand their immediate payment. In the event of default on payment, DA Downtown Berlin GmbH shall be entitled to demand a default interest of 9% or, where a legal transaction with a consumer has taken place, a default interest of 5% over the base interest rate as per § 288 BGB. DA Downtown Berlin GmbH reserves the right to provide evidence of higher damages; the Customer/Tenant reserves the right to provide evidence of lower damages.

The Customer/Tenant can only offset undisputed receivables or receivables, which have become *res judicata* against receivables of DA Downtown Berlin GmbH. Reductions by means of a deduction from the remuneration owed shall be authorised, only if the Customer/Tenant has reported the defects by setting a reasonable period of grace and this period has expired to no avail; a reclamation as per §812 BGB remains unaffected.

IV. WITHDRAWAL OF THE CUSTOMER/TENANT

Cancellation, Annulment, Non-Utilisation of the Agreed Services

Any withdrawal of the Customer/Tenant from the contract concluded with DA Downtown Berlin GmbH requires the written consent of DA Downtown Berlin GmbH. If no such withdrawal has been submitted, the agreed contractual price should be paid even if the Customer/Tenant does not make use of the contractually agreed services, whereas any related details are regulated by the cancellation terms provided hereunder. This shall not apply in the event of a breach of duty of DA Downtown Berlin GmbH to observe the rights, legal assets and interests of the Customer/Tenant, whereby adherence to the contract is no longer reasonable or another statutory or contractual cancellation right exists.

In so far as a date for charge – free cancellation of the contract has been agreed between DA Downtown Berlin GmbH and the Customer/Tenant, the Customer/Tenant may cancel the contract until that date, without giving rise to payment or damage claims on the part of DA Downtown Berlin GmbH. The right of withdrawal of the Customer/Tenant shall expire, if it has not asserted in writing until that date unless the reason for withdrawal of the Customer/Tenant is not a breach of duty on the part of DA Downtown Berlin GmbH.



Cancellation Terms:

Between 2 and 6 days: The contract may be cancelled free of charge up to 48 hours prior to arrival. In the event of a later cancellation, premature departure or no-show, 100% of the agreed rate/rental price shall be charged.

Between 7 and 28 days: The contract may be cancelled free of charge up to 7 days prior to arrival. In the event of a later cancellation, premature departure or non – show, 100% of the agreed rate/rental price shall be charged.

29 days and above: The contract may be cancelled free of charge up to 14 days prior to arrival. After that, the price of 28 days shall be charged as per the agreed rate/rental price. The same applies to no-shows as well as to premature departures.

V. WITHDRAWAL ON THE PART OF DA DOWNTOWN BERLIN GMBH

Insofar as a right of cost-free cancellation of the Customer/Tenant within a certain period has been agreed in writing, DA Downtown Berlin GmbH is entitled to cancel the contract during that period if there are inquiries from other Customers/Tenants regarding the contractually reserved rooms and the customer does not waive his right of withdrawal upon inquiry thereof by DA Downtown Berlin GmbH.

If payment of an agreed advance amount is not made even after a statutory grace period set by DA Downtown Berlin GmbH has elapsed, DA Downtown Berlin GmbH is entitled to withdraw from the contract.

DA Downtown Berlin GmbH is also entitled to an extraordinary contract termination for an objectively justified reason, such as for example:

- force majeure or other circumstances beyond the control of DA Downtown Berlin GmbH that render the performance of the contract impossible;
- if apartments are booked by giving misleading or wrong information of important facts, e.g. about the person of the Customer/Tenant or their purpose of stay;
- if DA Downtown Berlin GmbH has well – founded reason to expect that the utilization of the services rendered by DA Downtown Berlin GmbH may impair the smooth business operation, the security or the image of DA Downtown Berlin GmbH in public, without this being able to be attributed to the power and organization of DA Downtown Berlin GmbH; a breach of the provisions of Clause I, para. 2 is present.

In the event of a justifiable withdrawal by DA Downtown Berlin GmbH, the Customer/Tenant shall not be entitled to a compensation.



VI. PROVIDING, HANDOVER AND RETURN OF APARTMENTS; CANCELLATION OF THE RESERVATION

The Customer acquires a right to the provision of certain specific accommodation within the chosen apartment category or in the next best category, if there are not enough apartments in the chosen category. The booked apartments are available for the client from 15:00 on the agreed day of arrival. The Customer/Tenant is not entitled to an earlier time of provision.

On the agreed date of departure, the apartments of DA Downtown Berlin GmbH are to be vacated and made available by no later than 11:00. Upon termination of the leasing agreement, the leased object shall be handed back over to DA Downtown Berlin GmbH or to its representative in the same condition. The possible expenses that may arise from the necessity to remove personal items of the Customer/Tenant that have been left behind, are to be borne by the Customer/Tenant. The cost of each key/key card that has not been returned after check-out shall be reimbursed to DA Downtown Berlin GmbH as part of the invoice. The Customer/Tenant shall be held liable for any expenses incurred by changes of locks/the exchange of all necessary locking systems, if the respective keys have not been returned upon check-out and an exchange of the locking system is necessary, in order to maintain safety. In the event that the return of the apartment does not proceed in an orderly manner, the Customer/Tenant shall be held liable for any resulting damages and he shall bear a pro-rata share of the rent for the period until any such damages have been remediated.

For late check-out, DA Downtown Berlin GmbH may charge the Customer/Tenant with an additional fee for non-contractual use of up to 30% until 15:00, up to 50% until 18:00, and 100% after 18:00 (as well as for any following day) of the total price of accommodation (list price). In this event, the Customer/Tenant may not assert any contractual claims. The Customer/Tenant is free to provide evidence that the damages suffered by DA Downtown Berlin GmbH are lower or insignificant.

DA Downtown Berlin GmbH may terminate the contract prior to or after the rental period without observing a notice period, if the Customer/Tenant has not provided the agreed payment on time (be it an advance payment, a final payment or a security deposit) despite having received a prior reminder or if he does not act as per the contractual agreement to such an extent, that it cannot be reasonably expected of DA Downtown Berlin GmbH to continue the contractual relationship. In such an event, DA Downtown Berlin GmbH may request a compensation payment for any expenses and a loss of profit from the Customer/Tenant for the period until the termination of the contract.

VII. LIABILITY OF DA DOWNTOWN BERLIN GMBH

DA Downtown Berlin GmbH shall be liable for its obligations under the agreement with the diligence of a prudent merchant. Any compensation claims on the part of the Customer/Tenant shall be excluded, unless there are based on malicious intent or gross negligence on the provider's part. Damage arising from injuries to life, limb or health, in cases where DA Downtown Berlin GmbH is responsible for a violation of duty as well as any other damage arising from a deliberate or grossly negligible violation of duty committed by DA Downtown Berlin GmbH, constitutes an exception to this provision. Insofar as the provisions of §536a, para. 1 BGB are applicable, DA Downtown Berlin GmbH shall under no circumstances be held liable for initial defects.



An infringement of a duty on the part of DA Downtown Berlin GmbH is equal to that of a legal representative or vicarious agent of it and the same is valid of any limitation of liability. DA Downtown Berlin GmbH will endeavour to remedy any disruptions to or faults in the services it provides, as soon as it becomes aware of them or upon the Customer's/Tenant's prompt complaint. The Customer/Tenant is obliged to contribute to a reasonable degree to amend the disruption and minimise the damage (Obligation of Damage Mitigation).

In accordance with statutory stipulations, the DA Downtown Berlin GmbH is liable for items brought onto the property by the Customer/Tenant of up to ten times the room rental charge with a maximum liability of €800.00 and up to €500.00 for money, securities and valuables; liability for money and valuables shall only be assumed in the event that they have been safely stored in the safe. The above-mentioned limitation of the total liability amount does not apply to a premeditated action on the part of DA Downtown Berlin GmbH or any of its employees. Liability claims expire unless the Customer/Tenant notifies DA Downtown Berlin GmbH immediately after gaining knowledge of the loss, destruction, or damage (§ 703 BGB).

The Customer/Tenant is obliged to exercise diligence by closing all windows and locking the door of the room, when leaving the apartment. Rest times should be observed in consideration of the other Customers/Tenants.

Messages, mail and delivered packages for the customers/tenants shall be treated with care. DA Downtown Berlin GmbH shall ensure delivery, storage and, against payment, forwarding of the same.

VIII. OBLIGATIONS OF THE CUSTOMER/TENANT; LIABILITY

The Customer/Tenant commits to handle the apartment and its furnishings with care as well as to operate all electric equipment as per the instructions. The Customer/Tenant is liable to pay compensation for damages to furnishings, equipment, rented premises or the building itself as well as to any equipment belonging to the premises or the property, insofar as these damages were culpably caused by the Customer/Tenant, his companions or visitors.

The Customer/Tenant shall be obliged to inform DA Downtown Berlin GmbH or one of its designated representatives (such as the concierge) about damages to the rented premises without delay, unless the Customer/Tenant is personally obliged to remedy them. The Customer/Tenant shall be obliged to indemnify the company for consequential damages due to failure to give notification in due time.

The Customer/Tenant is obliged to cater for the proper ventilation of the apartment.

No waste, ashes, harmful fluids nor any similar materials may be thrown or poured into any sinks, drains or into the toilets. Should any blockage occur, due to non-compliance with the above stipulations, the perpetrator shall be obliged to bear the repair costs.

In the event of potential breakdowns of equipment or furnishing of the rental property, the Customer/Tenant shall be obliged to undertake every reasonable action to contribute to the elimination of the faults or to keep the possible damages to a minimum. The Customer/Tenant shall be obliged to inform DA Downtown Berlin GmbH of any faults of the rental property without delay.



Should the Customer/Tenant decide to waive this notification, he shall not be entitled to raise a claim for non-performance of the contractual services (in particular, he shall not be entitled to claims for a reduction of the rent).

The Customer/Tenant shall be held liable for all damages to the furnishings of the apartment, to the permanent installations as well as to all items listed in the inventory that have been caused by him, by persons belonging to his household or by craftsmen commissioned by him, or such that have occurred due to culpable breach of his obligation to exercise diligence.

IX. PETS; HOUSE RULES

Small pets such as birds, rabbits, etc., may be kept in the apartment. Bigger pets, especially dogs, cats and other such animals may be kept or temporarily accommodated with the express written consent of DA Downtown Berlin GmbH and at an additional charge of €10.00 per day. Any such consent shall only be valid for each individual case. In the event of disagreements, the consent may be revoked. The Customer/Tenant shall be held liable for all damages that may be the result of keeping pets.

All Customers/Tenants are required to show mutual respect. Disturbing sounds, such as loud door banging and the like, that may lead to noise nuisance to the other Tenants and may disturb the domestic peace should be avoided.

The Tenants should avoid playing music in the period between 22:00 and 08:00 as well as between 13:00 and 15:00. Radios, TVs and record players may only be operated at a low volume.

X. FINAL PROVISIONS

Changes or amendments to the contract, the application confirmation or to the terms and conditions of DA Downtown Berlin GmbH must be done in writing to be effective and this stipulation is also valid of any changes to the requirement of the written form itself. Unilateral changes or amendments on the part of the Customer/Tenant shall be considered ineffective.

The place of performance and payment shall be the business domicile of DA Downtown Berlin GmbH.

The place of jurisdiction is Berlin.

The applicable law is the law of the Federal Republic of Germany and any possible references to a foreign law shall be ineffective.

Should individual provisions of the present General Terms & Conditions be deemed null and void for DA Downtown Berlin GmbH, this shall not affect the effectiveness of the remaining provisions. Moreover, the ineffective provision shall be replaced by another provision that comes as close as possible to the economic purpose of the void provision.



Berlin, March 2017

DA Downtown Berlin GmbH

The issuance of the General Terms & Conditions renders any previous terms and conditions void.