

General Business Terms and Conditions

Max Lodging GmbH & Co. KG

1. Terminology

1.1 Provider: the landlord or provider is Max Lodging GmbH & Co. KG, Krüner Straße 33, 81373 München.

1.2 Customer, users, visitors: Customer is the contracting party (the natural or legal entity or company in whose name the rental is made), the user (the person entitled to use the leased apartment). Visitors are persons, who, at the instigation of the customer/user, come into contact with the offered apartment through his/her own will.

1.3 Apartment: The property rented to the customer or user in exchange for a fee. Hereinafter also referred to 'apartment'.

2. Scope

2.1 The General Terms and Conditions apply for all contracts for the rental of furnished apartments for purposes of accommodation, as well as for all other services performed by the provider. The transfer is made for temporary use within the meaning of § 549 II No. 1 BGB.

2.2 The leased apartment may not be made available to third parties (ie non-authorized persons). Excepted from this is the temporary visit which the contracting party or the authorized person receives. Furthermore, the use for other than for residential purposes only by prior written consent of the provider.

2.3 Provisions at variance with this shall not apply in the absence of express, written recognition on the part of the provider.

2.4 The General Terms and Conditions of the customer or user shall not apply in any way whatsoever.

3. Conclusion of contract

3.1 The contract is concluded when
- the provider confirms the reservation request of the contracting party or his representative in writing, by mail, e-mail and/or fax, or

- send the reservation agreement and at the same time the first advance payment or the total amount to be paid in advance on one of the provider's accounts is received in good time.

3.2 If several persons have signed the contract, they give each other authority, to make and accept all statements and legal acts in the reservation agreement for each other. Facts that occur in the person or behaviour of one of the joint debtors work for and against all. If the authorized person is not at the same time the contractual partner, the contractual partner grants the authorized person power of attorney to make all declarations and legal acts in the context of the reservation agreement representing the contractual partner. All declarations and legal acts in the context of the reservation agreement consequently have an effect on and against the contractual partner.

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3.3 Accuracy of the contract: The contracting party has the obligation to review the reservation confirmation for accuracy. If the substance of a reservation confirmation is at variance with the reservation request, and if the contracting party does not object to the difference within 48 hours' time, then the content of the reservation confirmation shall be deemed contractually agreed.

3.4 With receipt of payment of the first in advance payment resp. the total advance payment the reservation for the agreed period for the provider is binding. If the provider terminates the contract in the event of late payment, the costs specified in the MAX LODGING GBTs apply (see. 9.3).

4. Price/ Service

4.1 The provider lets the apartment for a minimum period of 1 month.

4.2 The provider shall have an obligation to keep the apartment available as booked by the contracting party, or to provide a replacement of the same value together with the services as agreed. The provider guarantees delivery of the expressly promised features, but not for the subjective quality of the furnishings (e.g. location, etc.)

4.3 The contracting party shall be obliged to pay the provider's prices as applicable and agreed for provision of the apartment and for any additional services of which the user avails him- or herself. This shall also apply to such services and outlays as have been brought about by the contracting party and delivered and made by the provider to third parties.

4.4 Additional services such as final cleaning, sofa bed, etc., are not included in the rental price for the apartment and payable in advance with the rent.

4.5 The prices and the services as agreed are written down in the reservation confirmation. Supplemental hereto, the provider refers to the description of the services as found on its website, www.max-lodging.de.

4.6 All prices include value-added tax as applicable to the period of the stay. If the value-added tax rate should change during the period, this shall be assessed on a pro rata temporis basis for the time period in question. The user will receive a proper receipt. The contracting party commits itself in the case of a change of the legal value added tax to pay the prices adapted by the offerer to this change.

4.7 The contracting party shall be obliged to provide truthful information about the number of persons staying in the apartment. The apartment shall be available for no more than the number of people identified in the reservation confirmation. Occupancy by a number of people in excess of this shall be subject to the prior written consent of the provider. In this case, the price for provision of the apartment shall increase to the price generally charged by the provider for occupancy of this level. This can be found on the website or on the individual offer received from the provider.

5. Reservation and payment

5.1 If the customer reserves the apartment over the telephone or in writing, he or she shall receive a written reservation confirmation. Upon receipt, the customer shall review this reservation confirmation for accuracy.

5.2 The rent is to be paid monthly in accordance with the corresponding monthly deposit-invoice to the respective date by bank transfer resp. by using the payment link sent by MAX LODGING via VR Payment eCommerce and the payment providers offered there. The rate must be credited in

advance to the specified date in advance on the account of the provider. Otherwise, the provider reserves the right to cancel the granted access to the reserved or purchased apartment or block.

5.3 The guest expressly consents to the provider's invoicing the guest or customer for any arrears of rents for apartments, garages or other services remaining unpaid by the departure date. The claims include claims of the provider, which were caused by persons who come/came in contact with the offered apartment at the instigation of the contracting party, with his help or will. The contracting party undertakes to pay the invoice upon receipt without deduction within 3 days.

5.4 A default of payment entitles the provider to terminate the contractual relationship in accordance with the following provisions. In such cases, he has the right to refuse further services and access.

5.5 The place of fulfillment for all payment obligations is the operating location of the provider, which is at the same time the location of the rented.

5.6 Refunds of payments and services invoiced and not used by the customer/user are not possible.

6. Arrival and departure, handover of keys, delayed vacancy, extension of several days

6.1 The apartment will be available for occupancy beginning at 3:00 p.m. on the arrival date. Earlier occupancy can be provided only if expressly agreed with the provider in advance.

6.2 Upon arrival, the customer/user shall be obliged to provide the seller with his or her valid identity card or passport for registration purposes.

6.3 The apartment must be vacated by no later than 10:00 a.m. on the date of departure. Access authorisation shall expire after this time. Requests for extensions must be submitted to the provider no later than 48 hours prior to this deadline. The opening hours of the front desk must be taken into account here. Activation shall be only subject to and following payment in advance. A flat rate of EUR 25 shall be assessed per hour of extension (up to no later than 1:00 p.m.). An extension beyond this point will not be possible. For use of the apartment beyond this time on the departure day, a complete daily rate PLUS a surcharge of 25% of the daily rate for the apartment will be charged for each additional day. Extensions are possible only subject to availability.

6.4 The apartment has to be handed over in its original condition upon arrival. The contracting party shall be liable to the provider for damages and for excessive soiling and pollution inside and outside to the apartment, which he or another person, who has come into contact with the offered apartment at his request, with his/her own will is responsible for.

6.5 Upon leaving the apartment on the departure date, ... - all windows must be closed - all electronic devices except the refrigerator must be shut off - all keys/room cards must be returned to the front desk or dropped in the box provided for the purpose. - the apartment door(s) and building door completely pulled shut

6.6 The lease may be extended by (a) further day(s), subject to availability.

6.7 Any such extension shall be permitted only upon successful re-reservation and payment. A move to another apartment may be required. If a rental-period extension is for a different apartment category, a corresponding move shall be compulsory.

7. Terms of use/privacy

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7.1 The guest reserves the apartment for temporary use. Any touristic use or stay for medical purposes is prohibited.

7.2 Any subletting or other transfer of use of the apartment to parties other than those identified in the reservation confirmation and the registration form is hereby prohibited.

7.3 The guest shall leave the apartment and the interior therein in a clean and proper condition.

7.4 Pets are only .

7.5 All apartments are non-smoking apartments. If smoking nevertheless occurs in an apartment, an additional flat-rate cleaning fee of at least EUR 500.00 will be charged. Smoking is only permitted balconies and terraces. Appropriate containers for disposal must be used.

7.6 Each guest is obliged to comply with the rules of the house. These rules are part of the GBTs and are available at the office. Night-time quiet is in effect from 10:00 p.m. until 7:00 a.m. During this time, special consideration should be given to one's neighbours, including in building entrances and stairways. To avoid disturbances, TV and audio devices shall always be set to room-level volumes.

7.7 If force majeure or strike should prevent the provider from performing its services, no liability for damages shall derive from this. The provider shall, however, have an obligation to provide the guest with services of equal value elsewhere.

7.8 Insofar as the provider procures services or technical or other equipment from third parties for the guest, the provider does so on behalf of and for the account of the guest. The guest shall be liable for the careful handling and proper return of the facility and exempts the provider from all third-party claims arising out of the provision of this facility/these facilities.

7.9 The provider and/or its designees shall have a right of access to the apartment at all times, particularly in the event of imminent danger. Due consideration shall be given to the guest's legitimate interests in the exercise of the right of access. The supplier will inform the customer in advance about the exercise of the right of access, unless this is not reasonable or possible given the circumstances of the individual case. Cleaning and service personnel shall be granted access to the apartment during ordinary working hours and times of day for purposes of cleaning and repairs.

7.10 The provider will electronically store personal data it has registered about the guest. These data shall not be disclosed to third parties unless it is required for execution of the contract. With accepting the terms and conditions, the applicable privacy policy is also recognized.

7.11 The entrances are video-monitored for the safety of the residents. The video recording, temporary data storage and any required police evaluation is approved by the user.

8. Termination by the provider

8.1 If the contracting party grossly disregards the terms of use, the provider may demand the immediate eviction of the apartment after termination without notice. The claim for payment of the agreed apartment price remains in full as a claim for damages of the provider exists.

8.2 The provider shall be entitled to extraordinary rescission of the contract for justifiable cause, e.g. in the event that

- force majeure or other circumstances beyond the provider's control render fulfilment of the contract impossible;

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- apartments are reserved with misleading or false information regarding material facts, such as the identity of the customer or the purpose of the rental;
- the provider has a reasonable cause to believe that the use of the services might jeopardize the smooth operation of its business, or the safety or the public reputation of the facility, in ways not attributable to the provider's own management or organisation;
- there is a breach of these General Terms and Conditions.
- the use is prohibited by the authorities, for whatever reason.
- the contracting party is in default of payment of the rent in the amount of at least half the monthly rent in accordance with § 543 paragraph 2 no. 3 BGB

8.3 The provider is further entitled to terminate the contractual relationship on the third working day of a calendar month at the end of the current calendar month in case the contracting party is in delay of at least a half of the monthly rent or the provider has another legitimate interest in terminating the contract.

8.4 In case of justified termination by the provider, this does not entitle the customer to compensation. In the case of claims for damages by the provider, the statutory provisions apply.

8.5 Should one of the above incidents occur, the provider is entitled to block the access authorization with immediate effect.

9. Cancellation by the customer

9.1 Cancellation by the customer of the contract concluded with the provider shall be subject to the provider's written consent. In the absence of this consent, then the price agreed under the contract shall fall due for payment even if the customer does not avail itself of the services for which the contract was concluded. This shall not apply in cases of arrears of performance by the provider or in the case of impossibility of performance for which the provider is responsible.

9.2 The guest can withdraw from the contract without incurring claims for payment or for compensation of damages only if this permission for withdrawal by a certain date has been agreed in writing. The right of withdrawal expires if not executed by the agreed date, provided however, that the provider is not in default of acceptance of is solely or very predominantly responsible for the impossibility of this performance. the withdrawal must be made in writing.

9.3 The cancellation fees are graded as follows:

In case of cancellation till 4 weeks before arrival: free of charge

In case of cancellation 3 weeks before arrival: 25% of the rent of the 1. month

In case of cancellation 2 weeks before arrival: 50% of the rent of the 1. month

In case of cancellation 1 week before arrival: 75% of the rent of the 1. month

Cancellation fees in case of earlier departure:

Until the 30th day before new departure date: free of charge

From the 29th day before new departure date: 25 %

From the 14th day before new departure date: 50 %

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From the 7th day before new departure date: 75 %

From the 6th day before new departure date: 90 %

The stated percentage cancellation costs always refer to the first 30 booked but unused days.

10. Liability and maintenance

10.1 A complete inventory list, signed by the cleaning staff, is placed in each apartment. If there is damage to the inventory, or if objects listed are missing, this must be reported to the provider at once.

10.2 Damage that occurs during the stay must also be brought to the provider's attention at once.

10.3 The guest shall be liable to the provider for any damage brought about as a result violation of the guest's duties of care and notification. This shall apply in particular to insufficient cleaning, constant ventilation in winter temperatures, or humidity damage caused by rain or snow open windows.

10.4 Since the rented property is a passive house, the guest hereby consents to see to it that windows do not remain open for constant ventilation during the winter months.

10.5 The guest is responsible for completely closing all windows and balcony doors from the inside when leaving the apartment. The guest shall be liable in full for any damage owing to weather conditions, burglary, mechanical door opening or vandalism. This shall also include any claims for compensation on the part of the provider.

10.6 When leaving the apartment, the guest shall be responsible for ensuring that all electrical appliances are switched off and, where appropriate, disconnected from the mains. (except the refrigerator) Electronic appliances brought by the guest must comply with the current safety standards and may be used in compliance with the general duty of care.

10.7 Inventory, fixtures and decorations may not be removed from the apartment. The guest is not permitted to affix decorations of his or her own. The guest shall be liable for damages in the event of non-compliance.

10.8 For purposes of access to the building and to the rented apartment, upon handover/check-in the guest shall receive an electronic key card; this key card shall be returned to the provider upon moving out/the end of the rental period. In the event of loss of or damage to the room card, and in case of opening of the apartment by Max Lodging staff off peak the office hours due to card loss by inhabitant the provider reserves the right to charge a fee of EUR 25 euros per card. In case of an opening by Max Lodging staff Saturdays, Sundays, public holidays and between 6 pm till 7 am Max Lodging will charge 100,-€ per opening.

10.9 The supplier shall be liable for the accuracy of the service description, and for the proper provision of the services as agreed.

10.10 For all obligations that result from the terms and conditions and the reservation agreement, in particular the obligation to pay the costs incurred, all contracting parties are jointly and severally liable. Facts that occur in the person or behavior of one of the joint debtors work for and against all. The contracting party is also liable for persons who, at his instigation, come into contact with the offered dwelling with his help or will.

10.11 The apartment is to pass in the same condition as upon arrival. The contracting party is liable to the provider for damages and excessive pollution inside and outside the apartment which he or another person, who has come into contact with the offered apartment at his request, with his / her own will is responsible for.

10.12 The costs of minor maintenance work during the rental period up to an amount of € 100.00 in individual cases shall be borne by the contracting party, if it is the repair of damages that are exposed to the direct access of the contracting party or the authorized persons. The obligation to pay costs only exists up to a total amount of 7.5 % of the total rent (if the rental period is less than one year) or the annual rent (if the rental period is one year or more).

Damages culpably caused by the contracting party or persons who come into contact with the offered dwelling at its instigation, with his / her own will shall bear this in full consequence

11. Shared use of community facilities

11.1 Washing machines and dryers are available, in common rooms located in the cellar, for use by the guest in exchange for a fee. Use of the equipment is at the guest's own risk.

11.2 The appliances made available by the provider must be treated gently and with care.

11.3 Faults with the appliances, or damage to the property, must be brought to the provider's attention at once.

12. Internet

12.1 An Internet connection (LAN and/or Wi-Fi) is available in each apartment. The provider makes use of this service by his order processor, the Iks Informations- und Kommunikationssysteme GmbH, Heiligkreuzstr. 2-4, D-66709 Weiskirchen

12.2 The provider assumes no liability in the event that connection to the Internet is rendered impossible due to an overload of the grid or a disruption of the connection. Max Lodging also assumes no liability for surfing speed.

12.3 The contracting party can provide internet access for the duration of stay in the apartment. The right to use the internet exists only during this residence time. It is prohibited to make the internet access available to third parties, provided that they are not included in the contract.

12.4 The user is responsible the Internet is used only in the context of the legal framework conditions. Criminal offences (e.g. illegal downloads of music or video material, etc.) will be reported to the authorities and prosecuted. The user alone shall be liable for illicit use of the Internet connection and for the costs the user has caused.

12.5 The provider provides an Internet connection and nothing more. Devices such as laptops or the like are to be procured by the guest. The guest him- or herself shall bring appropriate cables for use of LAN.

12.6 The Internet may be used only after the terms of use have been confirmed.

12.7 Each apartment has a landline telephone for common use. Use is only permitted within the German fixed network. Violations will be prosecuted and billed.

13. Special instructions

13.1 To ensure reliable delivery of post, the guest is asked to be sure to provide his or her apartment number to the letter or parcel delivery service.

13.2 The provider is not liable for money and valuables. There are room safes available that can be locked and unlocked with a combination code programmed by the guest.

13.3 If the guest has forgotten the code, requiring emergency opening of the safe as a result, the guest shall be liable for any costs which result.

13.4 All manner of information is provided to the best of the knowledge of the party providing it, yet without any warranty.

13.5 No liability is assumed for lost property or for items left behind. They will be sent on to the guest only at the guest's request and expense.

13.6 If a service is not provided, according to contract and/or is not provided with due diligence, the guest may insist upon revisions.

13.7 The guest may insist upon a reduction in price reflective of the diminished services (reduction) if, after repeated requests for remedy, the services are not performed, or are not performed in a manner consistent with the contract. In the event of any disruptions in service that may occur, the guest shall be obliged to take all reasonable steps to contribute to a resolution of the underperformance, and to keep minimise the resulting damage. Specifically, the tenant shall have an obligation to bring his or her complaints to the provider's attention without delay. If the guest fails to fulfil this obligation, he or she thus forfeits a claim to reduction. Complaints made at a later date cannot be considered.

13.8 In the event of excessive soiling of the apartment, the provider shall be entitled to charge the guest cleaning costs in excess of the normal amount.

13.9 Damage claims for faulty or missed wake-up calls via the systems provided by the provider are hereby precluded.

13.10 The dimensions indicated in the apartment descriptions are approximations. In some cases, they may vary within a particular category.

14. Evaluation

14.1 The contractor agrees that he may receive an invitation to evaluate his stay by commissioned third parties or directly from the provider.

15. Place of jurisdiction and applicable law

15.1 Amendments or supplements to the contract, to the acceptance of application or to these General Terms and Conditions, must be executed in writing. Oral agreements, unilateral amendments or supplements by one of the involved parties shall be deemed invalid.

15.2 The place of fulfilment and of payment is hereby specified as Munich, Germany.

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15.3 The contract shall be governed exclusively by the laws of the Federal Republic of Germany.

15.4 The exclusive place of jurisdiction is hereby specified as Munich, Germany.

16. Escape clause

16.1 In the event that individual provisions of this Agreement should be invalid or impossible to carry out, or if, subsequent to conclusion of this Agreement, they should become invalid or impossible to carry out, this fact shall be of no consequence as concerns the validity of the remainder of this Agreement.

16.2 In the event, the provision(s) that is/are invalid or impossible to carry out shall be replaced by (a) provision(s) that is/are valid and can be carried out, and the impact of which comes closest to fulfilling the economic objectives that the Parties to this Agreement sought to fulfil by virtue of the provision(s) found invalid or impossible to carry out. The above provisions shall apply accordingly in the event that the Agreement proves to contain one or more loopholes.

17. Disclaimer

Translation from the German original-version. The German original-version has absolute priority above translations