

GENERAL TERMS & CONDITIONS OF BUSINESS „APARTHOTEL AM MÜNZPLATZ“

MANAKO Hotel-Immobilien GmbH, In den Wiesen 38, 56070 Koblenz

1. The present general terms and conditions of business shall apply for all bookings as long as in any particular case separate written contracts will be agreed. Other general terms and conditions of business than those of the hotel are not the subject-matter of the contract, even if the hotel does not explicitly object to them.

2. Rates may be modified after the conclusion of the contract, if the period of time between the conclusion of the contract and the provision of the service amounts to more than four months. In this event, an appropriate increase in price shall be permitted, if the statutory VAT is increased or cost increases have occurred in the restaurant and hotel sector. Should this increase in price amount to more than 5 % of the agreed rate, the contracting party shall be entitled to withdraw from the contract.

3. Bookings shall be binding for both of the contracting parties. Fundamentally, the contract may not be terminated unilaterally. A withdrawal from the contract may only essentially occur in agreement with the hotel and taking into account the regulations in section 10 of these general terms and conditions of business. Booked rooms shall be available to the contracting party from 14 pm on the day of arrival. On the day of departure, rooms should be vacated by 11 am, if not explicitly agreed to the contrary. The hotel shall be liberty to confirm the room booking in writing.

4. A non-binding option, which has been explicitly designated as such, should be bindingly exercised or replaced up to 42 calendar days prior to the day of arrival at the latest. Options exercised are treated like binding bookings. Without a timely exercising of the option, the hotel shall be entitled to allocate the reserved service elsewhere.

5. The hotel shall be entitled to request an appropriate advance payment or security bond on conclusion of the contract or thereafter. The amount of the advance payment and the dates of payment may be agreed in the contract in writing.

6. The contracting party acquires no entitlement to the provision of specific rooms or premises. Should agreed premises not be available, the hotel will endeavor to provide an equivalent replacement in other buildings.

7. Subletting or subleasing of rooms as well as their use for purposes other than accommodation shall require the written consent of the hotel.

8. If the customer is not the organiser at the same time, both parties shall be joint and several debtors.

9. Basically, invoices shall be payable immediately after receipt and without deduction of a discount. In the event of delayed payment, the hotel shall be entitled to charge default interest amounting to 5 % above the base lending rate applicable on the due date, provided that no damage caused by delay for a different amount is substantiated. The contracting party may offset counterclaims against the hotel only insofar as his claims are identified as beyond dispute or legally binding. The delayed payment of merely one invoice shall entitle the hotel to halt all additional or future services for the client or to make them subject to an advance payment amounting to 100 %. The hotel shall decide on this without prior notice. In the event of an overall booking of more than ten overnight stays, the hotel shall retain the right to require an advance payment amounting to 50 % of the services booked and an advance payment of 100 % of the services booked if the client's domicile or company registered office is abroad. The due date is established on an individual basis.

10. If the client does not take up the contractual services that he booked or reserved in advance, he shall remain obliged to pay the agreed rate for the following amount: In the event of cancellation more than 35 calendar days before the arrival 25 %. In the event of cancellation in the period of time from the 34th to the 14th calendar day prior to the agreed period of time for the services, 50 % of the services booked. In the event of cancellation in the period of time from the 13th to the 2nd calendar day prior to the agreed period of time for the services, 80 % of the services booked. In the event of cancellation in the period of time from the 1st calendar day to the agreed period of time for the services, 100 % of the services booked. Cancellation fees are reduced by the amount of lodgings that can be achieved through the subletting of the cancelled rooms to the date booked.

11. Objects or materials that are left in the generally accessible premises of the hotel shall be deemed to be not brought along with you, if they are not explicitly looked after by a person entitled to do so. Any liability on the part of the hotel is excluded.

12. If the business activities or the security of the hotel or of its guests is put at risk by a contracting party, the hotel may terminate the contract. This shall apply also in the event of force majeure and other unpredictable, unusual circumstances and those the hotel cannot be blamed for, if the service of the hotel is impossible, unacceptable or without any interest for the contracting party as a result.

13. The contractual liability of the hotel is excluded for deficiencies existing on conclusion of the contract and which have not

come into existence as a result of a circumstance for which the hotel is responsible.

14. The hotel shall only be obliged to compensate losses – for whatever legal reason – insofar as the loss is based on the gross negligence or willful intent of the hotel or the lack of warranted characteristics, or the hotel culpably infringes a material obligation in a way that jeopardizes the purpose of the contract, or the loss can be covered by an insurance policy that the hotel has concluded or would have reasonably concluded, or a typical risk to life and health is realized through the loss.

15. If a parking space in the hotel's car park is provided to the guest, even against consideration, no contract for safekeeping shall come about as a result. The hotel shall not be liable in the event of loss of or damage to cars parked or marshaled on the hotel's land and their contents, provided that the hotel is not responsible due to willful intent or gross negligence. This shall apply also for vicarious agents of the hotel.

16. The contracting party shall be obliged to notify possible deficiencies to the hotel immediately, but at the latest at the time of departure. The contracting party's claims must be asserted against the hotel in writing within one month after the contractually designated completion of the provision of services. The contracting party is obliged to pay the hotel the opportunity to remedy the situation. The contracting party's claims shall become statute-barred after six months. The statutory limitation shall commence on the calendar day on which the provision of the service was to be completed in accordance with the contract.

17. Koblenz shall be the legal venue for all disputes arising between the parties from the contractual relationship. The law of the Federal Republic of Germany shall apply.

18. Verbal or written collateral agreements have not been made. Amendments or completions shall require the written form for their legal effectiveness. The same shall apply for waiver of the requirement for the written form.

19. Should individual provisions of these general terms and conditions of business be or become invalid or null and void, this shall not affect the legal validity of the remaining content of the contract. The two contracting parties shall undertake to replace the invalid provision by legally effective ones that come closest to the economic purpose and to the similar content of the invalid provision. In addition, the legal provisions shall apply.

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