

General Terms and Conditions of HARBR. hotel & boardinghouses for the Hotel Accommodation Contract as at May 2016

§ 1. Area of Application

1. These general trading conditions apply to all services, which DQuadrat Living GmbH and/or their respective subsidiaries provide within the framework and under the brand names "HARBR. hotel & boardinghouse" (hereinafter "DQuadrat", "HARBR" or "the hotel") to the guest, to the guest, the organiser and other contracting parties (hereinafter "the Customer"). The services consist in particular of the transfer of use by means of a lease of apartments and/or hotel rooms for accommodation, the sales of meals and beverages (F&B), as well as all further services and supplies from DQuadrat which are connected with it. DQuadrat is entitled to have their services provided by third parties. The term **hotel accommodation contract** covers and replaces the following terms: Accommodation, guest accommodation, hotel contract, hotel room contract.

2. DQuadrat is the owner of the trademark rights and operates the accommodation under the protected brand names "HARBR. hotel" and "HARBR. boardinghouse".

3. These terms and conditions refer also to types of contract, such as e.g. contingent contracts, which are concluded with DQuadrat

4. The terms and conditions of the Customer do not apply, unless this was expressly agreed upon in advance. Counter acknowledgements by the Customer under reference to their terms and conditions are hereby expressly objected to.

§ 2. Conclusion of a Contract

1. The contracting parties are the hotel and the Customer. The contract comes into effect upon the acceptance of the request from the Customer by the hotel. It is open to the hotel to confirm the room reservation in text form (E-Mail, fax) or to assume so conclusively by provision of a service. If the Customer concludes a so-called contingent contract with the hotel, the Customer is responsible for all damage, which the end-user culpably causes. A contingent contract regulates, as far as it contradicts these terms and conditions, with priority the business relationship and in all other respects supplements these terms and conditions.

2. If the reservation was made through a third party, they are liable with respect to DQuadrat, together with the Customer, as total debtors for all obligations from the hotel accommodation contract

§ 3. Room Use, Room Handover, Departure

1. The rooms are exclusively available for accommodation purposes.

2. The subletting or re-letting or the free use of the rooms and areas provided by third parties, as well as the use of the room for purposes other than for accommodation is excluded, unless DQuadrat has expressly consented to these in written form. § 540 Para.1 S.2 of the BGB/[Bundesgesetzbuch (German Civil Code)] is excluded, where the Customer is not the user.

3. The customer is liable to DQuadrat for all damage, which is caused by them or by third parties, who are making use of the services from DQuadrat on their behalf.

4. Booked rooms are available to the Customer on the day of arrival from 5.00 pm. The customer does not have a claim for earlier preparation. If no other agreement was made (guaranteed reservation), DQuadrat has the right, where the Customer fails to appear, to assign booked rooms after 7.00 pm on the same day, without the

Customer being able to deduce rights or claims from this.

5. The rooms must be vacated on the agreed upon departure day at the latest at 11.00 am. Afterwards DQuadrat can, in addition to any claims for damages incurred, charge 50% of the lodging price (list price) for the additional, contract-exceeding use of the room until 6.00 pm, and from 6.00 pm 90% of the full lodging (list price). Contractual claims by the Customer are thereby not justified. They are free to show that no or a substantially lower amount of damages arose for the hotel.

6. Long-term customers (guests with at least 30 nights' stay) are required to carry out a room report and handover, together with an accommodation manager from DQuadrat, up to two days before their agreed upon day of departure. Otherwise the statements by DQuadrat are binding regarding the condition of the room on the day of departure.

§ 4. Supply of Services, Prices, Payments, Set-Off and Transfer

1. The hotel is obligated to hold the rooms booked by the Customer ready and to provide the agreed upon services.

2. The Customer does not have a claim for use of certain rooms, unless this was expressly agreed upon.

3. The Customer is obligated to pay the agreed and/or applicable prices of the hotel for room rental and the further services used by them. This applies also to services contracted by the Customer directly or via the hotel, which are furnished by third parties and disbursed by the hotel.

4. The prices of the respective services are based on the valid price list from DQuadrat at the time of the conclusion of a contract. All prices are understood to include the value added tax at the rate applicable at the time of the conclusion of the contract. Public charges, such as e.g. visitor's taxes and cultural subsidies (so-called "bed taxes"), among other things, are not included in the prices. The Customer must also pay for the abovementioned taxes. The respective amounts are charged to them separately.

Increases in the value added tax after conclusion of a contract are charged to the customer. For contracts with consumers this applies only, if the period between conclusion of a contract and provision of services exceeds 4 months.

5. If the period between conclusion of a contract and the first contractual service exceeds 4 months, then DQuadrat has the right to make price increases to a maximum of 5%.

Subsequent changes to the number or size of booked rooms, the service from the hotel, the duration of the stay or other services, which take place at the wish of the customer and to which DQuadrat has agreed, can lead to changes in the prices.

6. DQuadrat is entitled, upon contract conclusion by the Customer, to request an appropriate prepayment or security in each case e.g. in the form of a credit card security. The amount of the prepayment and the dates of payment can be determined in the contract.

7. If the Customer uses a credit card for payment for these services by DQuadrat for this prepayment obligation without physically submitting the card (e.g. when making a reservation by telephone or Internet, among other things), the Customer is not entitled to cancel this payment to DQuadrat with their credit institution.

8. The pecuniary claim by DQuadrat is immediately due upon submission of the respective

invoice without deduction. An invoice is regarded as submitted to the invoice recipient at the latest 3 working-days after dispatch, if no earlier submission can be proven. In a case of delay of payment statutory regulations apply.

9. The production of a summary invoice does not relieve the Customer from payment within the prescribed period of the individual invoices. A delay of payment, even for only one individual invoice, entitles DQuadrat to withhold all further and future services and make the fulfilment of services dependent on a security deposit at a value of up to 100% of the payment, which is still pending.

10. For each reminder a small fine of €10.00 is due. Invoices are to be paid in principle immediately by credit card. DQuadrat is entitled to reject foreign exchange cheques and credit cards. Coupons (vouchers) from tour operators are accepted only if a loan agreement exists with the enterprise concerned and/or if appropriate prepayments were made.

11. The Customer can only off-set or reduce a claim by the hotel or assert a right of lien with an undisputed or legally valid claim. Claims and other rights of the Customer with respect to DQuadrat may be surrendered to third parties only with written agreement of the DQuadrat.

§ 5. Withdrawal of the Customer, Cancellation, Reduction, Non-Utilisation of the Hotel (No Show)

1. Reservations by the contracting party are obligatory on both contracting parties. A withdrawal by the Customer from the contract concluded with the hotel is accordingly possible only if a right of withdrawal were expressly agreed upon in the contract, if there is some other statutory right of withdrawal or if the hotel expressly agrees to a cancellation of the contract. The agreement to a right of withdrawal, as well as any agreement to a cancellation of a contract, must take place in each case in text form.

2. Where a deadline for a free-of-charge withdrawal from the contract was agreed between the hotel and the Customer, the Customer can withdraw from the contract up to that point without triggering a payment or damages claim from the hotel. The right of withdrawal of the Customer expires, if they do not exercise their right to withdraw with regards to the hotel by the agreed upon date. The right of withdrawal is to be exercised in each case by written notice to the hotel. Decisive for adherence to the withdrawal period of notice is the submission of the notice of withdrawal to the hotel.

3. If a right of withdrawal is not agreed upon or is already expired, and there is also no statutory right of withdrawal or right to give notice and DQuadrat does not agree to a cancellation of an agreement, DQuadrat retains a claim to the agreed remuneration despite the non-utilisation of the service. DQuadrat must take into account income from letting another one of the rooms, as well as the expenditures saved. If the reserved rooms are not or only partly otherwise rented, then DQuadrat can make a deduction for expenditures saved. The Customer is obligated in this case to pay the following portions of the contractually agreed total price for overnight accommodation with or without breakfast:

a. 50% of the contractually agreed total price, if the written cancellation and/or reduction occurs between 60 and 30 days before the beginning of the service period by DQuadrat

b. 70% of the contractually agreed total price, if the written cancellation and/or reduction occurs between 29 and 10 days before beginning of the service period by DQuadrat

c. 90% of the contractually agreed upon total price, 70% for half board and 60% for full board arrangements, if the written cancellation and/or reduction occurs less than 10 days before the beginning of the service period by DQuadrat

DQuadrat has no claim, if the written cancellation and/or reduction occurs more than (inclusively) 61 days before the beginning of the service period by DQuadrat.

4. The Customer is free to provide evidence that the aforementioned claim has not occurred or has not occurred at the level requested. DQuadrat is free to provide evidence that the expenditures saved are lower than the aforementioned percentages.

§ 6. Withdrawal, Notice of Termination by DQuadrat

1. If it was agreed upon that the Customer can withdraw within a certain period free of charge from the contract, for its part the hotel is likewise justified in this period to withdraw from the contract if inquiries by other customers for the contractually booked rooms occur and the Customer does not renounce their right to withdrawal with an appropriate period of notice upon an inquiry by the hotel.

2. DQuadrat is, according to the legal regulations, entitled to cancel the contract (§323 of the BGB/[Bundesgesetzbuch (German Civil Code)]) and/or is entitled to give notice of termination of the contract (§ 314), if

a. the Customer does not make a payment that is due

b. the fulfilment of the contract is not possible due to force majeure, or other circumstances that are not the fault of one of DQuadrat

c. the Customer provides substantially misleading or incorrect data, substantially can in this case refer to the identity of the Customer, their solvency or reason for stay

d. the Customer uses the name of the hotel in advertising measures without previous written agreement

e. contractual areas are totally or partly sublet without the written agreement of DQuadrat

f. DQuadrat has justified cause for the assumption that the use of the hotel services could endanger the smooth business operation, security or reputation of DQuadrat and/or the hotel among the public

g. the purpose and/or reason for the stay is contrary to law.

3. DQuadrat must exercise the resignation/notice immediately in writing, at the latest however within 14 days of the reason for doing so becoming known. A justified contract termination by DQuadrat does not justify any claims by the Customer for the payment of damages or other financial compensation. A claim by DQuadrat for compensation for damage occurring for them and expenditures made by them remains reserved.

§ 7. Liability of DQuadrat, Articles Brought to the Hotel, Limitation

1. The hotel is responsible for damage from the injury to life, body or health, which is caused by them. Further, they are responsible for other damage, which is based on a deliberate or grossly negligent breach of duty by the hotel and/or for a deliberate or negligent breach of contract-typical duties by the hotel. A breach of duty by a legal representative or vicarious agent is equal to that by the hotel. Large claims for damages are, so far as

not otherwise regulated in this § 7, excluded. If disturbances or a deficiency in the services by the hotel should arise, the hotel, when it is made aware of this or in response to an immediate complaint by the Customer, shall endeavour to provide a remedy. The Customer is obligated to contribute to a reasonable degree to rectify the disturbance and to keep any damage as small as possible.

2. All claims against the hotel fall under the statute of limitations in principle one year from the start of the statutory period of limitation. Claims for damages expire in five years under the statute of limitations, depending on knowledge of the claim, as far as these claims do not relate to an injury to life, body, health or liberty. These claims for damages fall under the statute of limitations independently of knowledge of 10 years. The reductions of the statute of limitations do not apply, as far as these are based on a deliberate or gross negligent breach of duty by the hotel.

3. The hotel is not the keeper of articles brought into the hotel room by the Customer, regardless of their type, and is not responsible therefore for their fate. This applies in particular to so-called objects of value.

4. It is expressly pointed out to the Customer that the hotel does not offer a storage facility in a room safe, hotel safe or other storage facilities. Also, articles, which are left in the generally accessible areas and spaces of the hotel or are left in the lounge of the hotel or in the technical facilities, are not considered to be brought into the hotel. Guests bring articles into the hotel, therefore, at their own risk. The hotel is, likewise, not the keeper for luggage, such as suit-cases, bags or other items left in the hotel, which are left in the hotel after vacating the rooms and collected later.

5. The hotel is responsible to the customer for items brought into the hotel according to statutory provisions.

6. Where a parking bay in the hotel garage or on the hotel parking lot is made available to the Customer, also where this is done in return for a fee, no contract of safe custody arises as a result. In the case of loss or damage on hotel property of parked or manoeuvred motor vehicles and their contents, the hotel is only liable in accordance with condition of the definitions shown above.

7. Messages, post and consignments of goods for Customers are treated with care. The hotel takes over the delivery, keeping and – when desired – the re-direction of same in return for a fee. The hotel is liable in this case only in accordance with terms of the definitions above.

8. Items left by the customer are readdressed only at the request, risk and cost of the Customer; the items are kept for a maximum of 12 months. An appropriate payment in cash is charged for doing so. Thereafter the items, if they have a recognisable value, will be handed over to the local lost property office.

§ 8. Data Protection and Exchange

1. The Customer is informed hereby in accordance with §33 of the BDSG/[Bundesdatenschutzgesetz (German Data Protection Act)] as well as §3 of the TDDSG/[Gesetz über den Datenschutz von Telediensten (German Teleservices Data Protection Act)] about the fact that the DQuadrat processes its inventory data (name/address/period and duration of the stay) automatically in machine-readable form and only for purposes arising under the contract. The DQuadrat is justified in disclosing the Customer data, if this is necessary for the security of operation (national authorities). In all other respects the user conditions for Internet use provided to the Customer when setting the user

name and password for Internet use apply as a supplement to these terms and conditions.

§ 9. Final Clauses

1. Changes and additions to the contract, acceptance of the proposal or these general terms and conditions must be provided in text form. Unilateral changes or additions by the customer are ineffective.

2. The place of fulfilment and payment, as well as the exclusive place of jurisdiction - also for cheque and exchange disputes - is for commercial dealings in Ludwigsburg, as head office location of DQuadrat. If a customer has fulfilled the condition of § 38 Paragraph 2 of the ZPO/[Zivilprozessordnung (German Civil Code)] and has no general place of jurisdiction in Germany, the location of the headquarters of DQuadrat Living GmbH is considered to be the place of jurisdiction.

3. German law applies. The application of the UN Sales Convention and the collision right is not possible.

4. Should individual regulations of these general terms and conditions be or become ineffective or futile, then the effectiveness of the remaining regulations is not affected as a result. In all other respects statutory provisions apply.

Ludwigsburg, May 2016