

General Terms and Conditions shall accept the request in writing at its discretion. If a request is made for reservation of more than 10 overnight stay units, including reservation of more than 10 different rooms for one overnight stay each, either consecutively or simultaneously, a contract will come into effect only on acceptance by the Hotel in writing. If the Hotel's confirmation differs from the Tenant's request, the Hotel's confirmation shall constitute a new quotation which shall be binding on the Hotel for a period of five working days, unless the Hotel has revoked the quotation to the Tenant beforehand. The Hotel's quotations shall be made free of charge and without obligation, unless otherwise agreed in writing, for example, in the case of allocation enquiries.

Preamble

Room reservations made by the other contracting party (hereinafter referred to as "the Tenant") and accepted by the user of these General Terms and Conditions (hereinafter referred to as "the Hotel") will form a hotel accommodation contract. If organisation of a leisure programme, such as a visit to cultural or sports events or special health or comparable special programmes have been agreed between the Tenant and the Hotel in addition to and in connection with the provision of board and lodging as services on own account, these will form a package travel contract.

A. General Provisions

I. Validity of Terms and Conditions

1. These General Terms and Conditions shall apply to any hotel accommodation and package travel contracts concluded with one of the hotels of the Lindner Hotels AG Group (hereinafter referred to as the Lindner group of companies) and any services rendered when performing a contract in any buildings and/or on outside areas. If the Tenant has hired conference and banqueting rooms for events, the Hotel's separate Terms and Conditions for Events shall apply. If no special provision has been made by the latter, the General Regulations listed under A in these General Terms and Conditions shall also apply to the hire of conference and banqueting rooms.

2. All Terms and Conditions shall apply to any future transactions between the Hotel and the Tenant, whether or not they are expressly agreed again at a later date.

3. The Tenant's General Terms and Conditions shall not apply, whether or not the Hotel has expressly stated that they shall not. Any confirmation by the Tenant referring to his General Terms and Conditions is rejected herewith.

II. Quotation, Conclusion of Contract, Contracting Parties and Use of the Rooms

1. The contract takes effect at the Tenant's request and on acceptance by the Hotel. The Hotel shall accept the request in writing at its discretion. If a request is made for reservation of more than 10 overnight stay units, including reservation of more than 10 different rooms for one overnight stay each, either consecutively or simultaneously, a contract will come into effect only on acceptance by the Hotel in writing. If the Hotel's confirmation differs from the Tenant's request, the Hotel's confirmation shall constitute a new quotation which shall be binding on the Hotel for a period of five working days, unless the Hotel has revoked the quotation to the Tenant beforehand. The Hotel's quotations shall be made free of charge and without obligation, unless otherwise agreed in writing, for example, in the case of allocation enquiries.

2. If an order has been made for the Tenant by a third party, the third party and the Tenant shall be jointly and severally liable to the Hotel for all obligations arising from the hotel accommodation or package travel contract. If the Tenant has caused services to be performed for and payments to be made to third persons, the Tenant and the third party shall to this extent likewise be jointly and severally liable. Unless otherwise agreed, the Tenant shall obtain the Hotel's approval in writing before using a room, if the room is or the rooms are to be used for overnight stays by persons other than the Tenant. The Tenant shall also be liable for any damage caused to the Hotel directly or indirectly through any breach of this duty, whether or not such damage is caused by the person accommodated or through the conduct of the person accommodated.

3. Subletting or any other letting of any rooms let and their use for any other purpose than accommodation is not permitted. In exceptional cases the Hotel will give its approval in writing on request.

4. If a Tenant books more than 10 room units per day, the Tenant shall, without being requested by the Hotel to do so, produce to the Hotel fourteen days before their arrival a comprehensible list of names of the persons to be accommodated. The Hotel shall not be liable for any disadvantage caused by delays in producing the list of names, failure to produce a list or any errors in such list. In particular, the Tenant may not bring claims for damages or reductions for any room allocation other than that requested by him.

III. Availability of Rooms, Rates, Payments, Offsetting and Assignment

1. The Tenant shall not acquire any right to be provided with specific rooms or accommodation. If certain rooms have been promised in a confirmation of order but not be available, the Hotel may offer the Tenant equivalent alternative accommodation in the hotel without the Tenant deriving any claim therefrom. For this purpose the Tenant may be required to wait a reasonable time.

2. If irrespective of an agreement to make available specific rooms the Hotel cannot make available the promised number of rooms, the services may also be performed either wholly or partly by an hotel of the same category in the neighbourhood, if the rooms are required for professional reasons by the Tenant or the occupier and Lindner Hotels AG states in writing that it will meet any additional costs incurred by the Tenant or the occupier through longer commuting distances to business appointments caused by the location of the assignee hotel. The Tenant may in the case of such obligation neither rescind the contract nor derive any claim over and above reimbursement of additional costs incurred through longer commuting distances.

3. Prices shall be based on the Hotel's price list effective at the time when services are performed. If fixed prices have been quoted in the confirmation of order and more than 4 months have elapsed between the date of the contract and performance of the services, the Hotel may increase its contractually agreed prices by a reasonable amount but by more than 15 % p.a. Prices may also be changed by the Hotel to the above extent, if, subject to

confirmation by the Hotel in writing, the Tenant subsequently requires the number of rooms reserved, the Hotel's services or the duration of stay to be changed.

4. The Hotel's invoices are payable immediately and strictly net on receipt. Invoices shall be deemed to have been received by the addressee within a period of three days after posting, unless earlier receipt can be proved. Delayed payment of invoices will be subject to a rate of interest of 5 % or in the case of persons who are not consumers within the meaning of Section 13 of the German Civil Code 8 % above the basic lending rate, unless the Hotel can show that the loss is higher. Issue of a global invoice shall not release the addressee from due payment of individual invoices. If payment is delayed, even of one invoice only, the Hotel may withhold all further and future services to the Tenant or make these subject to a deposit of up to 100 %. The Hotel may decide which of these options it will take without prior notice to the Tenant. For reminders issued to notify the Tenant that he is in delay and further such reminders after actual delay a fee of 5 euros each will be charged. Invoices shall be paid immediately in cash or by credit card. The Hotel may refuse payment in foreign currency or by cheque or credit card. Vouchers from travel organisers will be accepted only if a credit agreement exists with the company in question and/or appropriate deposits have been paid. Refunds for any services not used are excluded.

5. When concluding a contract with a Tenant, the Hotel may require a deposit or security of up to 100 % of the total amount payable by the Tenant. The amount of the deposit and dates of payment may be fixed in the contract.

6. The Tenant may offset his own payment claims against the Hotel's payment claims only if his claims are uncontested or valid in law. This shall apply analogously to the exercise of a right to withhold

payment based on the Tenant's own payment claims.

Claims and rights may be assigned only with the written approval of the Hotel.

#### IV. Cancellation of Room Reservations and Services

1. Reservations shall be binding on both parties to the contract. Partial cancellation of room reservations and services is excluded as a rule and is possible only in exceptional cases and subject to the written agreement of the Hotel. If a Tenant requires full cancellation of a room reservation and services, the amount due for payment by the Tenant under an hotel accommodation contract will, unless otherwise agreed, be reduced not by the expenditure actually saved by the Hotel but, to the Tenant's greater advantage, in accordance with the terms and conditions set out in section IV of these General Terms and Conditions. In respect of package travel contracts terms and conditions deviating from this are set out in the following paragraph. If the Tenant requires full cancellation of room reservations and services, the Tenant shall under a package travel contract not be required to make any payment if in the case of reservation of less than 10 overnight stay units the Tenant's written request for cancellation reaches the Hotel not later than 28 days before the beginning of the stay. If the request for cancellation reaches the Hotel later than this, the amount due for payment by the Tenant will, in contrast to an hotel accommodation contract, not be reduced by an amount greater than the expenditure actually saved by the Hotel, even where fewer than 10 overnight stay units have been reserved under a package travel contract; in the case of 10 or more overnight stay units this exclusion applies generally; IV 1. a. and b. following of these General Terms and Conditions do not apply to package travel contracts. The following terms and conditions apply only to hotel accommodation contracts:

a. Total reservations (total of all overnight stays during the period of reservation) of up to 10 nights:

aa. If the Tenant's written request for cancellation reaches the Hotel not later than 28 days before the beginning of the service period, the Tenant shall not be required to pay anything.

ab. If the Tenant's written request for cancellation reaches the Hotel not later than 15 days before the beginning of the service period, the amount due for payment by the Tenant shall be reduced to 15 % of the value of the services ordered.

ac. If the Tenant's written request for cancellation reaches the Hotel not later than 8 days before the beginning of the service period, the amount due for payment by the Tenant shall be reduced to 30 % of the value of the services ordered.

ad. If the Tenant's written request for cancellation reaches the Hotel not later than 3 days before the beginning of the service period, the amount due for payment by the Tenant shall be reduced to 60 % of the value of the services ordered.

ae. If the Tenant's written request for cancellation reaches the Hotel later than this or, without any such notification being given, the reserved rooms and services are not used, the amount due for payment by the Tenant shall be reduced to 90 % of the value of the services ordered.

b. Total reservations (the total of all overnight stays during the period of reservation) of more than 10 nights:

ba. If the Tenant's written request for cancellation reaches the Hotel not later than 90 days before the beginning of the service period, the Tenant shall not be required to pay anything.

bb. If the Tenant's written request for cancellation reaches the Hotel not later than 45 days before the beginning of the service period, the amount due for payment by the Tenant shall be reduced to 50 % of the value of the services ordered.

bc. If the Tenant's written request for cancellation

reaches the Hotel not later than 30 days before the beginning of the service period, the amount due for payment by the Tenant shall be reduced to 70 % of the value of the services ordered.

bd. If the Tenant's written request for cancellation reaches the Hotel not later than 10 days before the beginning of the service period, the amount due for payment by the Tenant shall be reduced to 80 % of the value of the services ordered.

be. If the Tenant's written request for cancellation reaches the Hotel later than this or, without any such notification being given, the reserved rooms and services are not used, the amount due for payment by the Tenant shall be reduced to 90 % of the value of the services ordered.

2. The burden of proof for due delivery of the notifications described above under IV. 1 of these General Terms and Conditions lies with the Tenant.

3. If the Hotel can rent the room or rooms to other persons for the agreed service period, the amount due for payment by the Tenant under Article IV.

1. of these General Terms and Conditions will be further reduced by the amount by which the sum of the amount owed after reduction and the receipts from rental to other persons exceeds the price agreed with the Tenant. However, the maximum advantage which the Tenant may gain from a rental to other persons which the Hotel may not refuse without good reason is the total waiver of his payment liability.

V. Rescission by the Hotel  
1. The Hotel may rescind the contract immediately, if an agreed deposit or security (deposit) is not credited to the Hotel's account by the agreed date.

2. The Hotel may also rescind the contract immediately, if a. the contract cannot be performed owing to force majeure, strike or any other circumstances beyond the Hotel's control; b. rooms are booked on the basis of misleading or incorrect essential information, for instance, information about the person of the Tenant, the person to be accommodated or the purpose of the booking;

c. the name of the Hotel or any part of its operations (such as the restaurant) is used in connection with advertising without the prior written agreement of the Hotel;

d. the Hotel has good reason to believe that use of the Hotel may jeopardise the smooth operation, safety or public reputation of the Hotel without this being within the Hotel's scope of influence.

3. The Hotel agrees to notify the Tenant in writing without delay of the exercise of any right of rescission. Rescission of the contract by the Hotel for good cause shall not entitle the Tenant to claim damages or other compensatory payments. Legitimate rescission of the contract by the Hotel, however, shall not affect any claim brought by the Hotel for damages and expenses.

VI. Liability of the Hotel, Prescription, Objects Brought In, etc.

1. The Hotel shall be liable only in cases of intent

or gross negligence. This applies both to all claims arising from breaches of duty by the Hotel or circumstances connected with the initiation, negotiation and conclusion and performance of the contract irrespective of the kind of contractual obligation (e.g. temporary lease; transfer; services) and in respect of tortious and any other claims arising from legal contractual relations. The Hotel shall, however, be liable in cases of injury to life, body or health and breach of contractual obligations indispensable for achieving the purpose of the

contract, even where such injury or such breach of duty is due to slight negligence.

2. The Hotel's liability under these General Terms and Conditions is limited to foreseeable and direct losses. The Hotel shall not be liable in any way whatsoever for consequential or indirect losses.

3. In case of slight negligence, the Hotel's liability shall be limited to 125,000 euros for personal injury and 5,000 euros for material damage.

4. The Hotel's liability for any loss of or damage to the possessions or valuables left for the term of the

contract on the Hotel's premises by the Tenant or persons accommodated by the Hotel with the Hotel's consent is set out in article VI. 6. below.

5. Exclusion and limitation of liability shall apply in the same way in favour of any contractors employed by the Hotel to perform its contractual duties and their subcontractors and agents.

6. The Hotel shall not be liable for any defects in the rented rooms which existed at the time at which the contract was concluded and which are beyond the Hotel's responsibility.

7. The Tenant shall notify the Hotel of any defects immediately, but not later than the time of departure.

Claims brought by the Tenant against the Hotel must be entered in writing not later than 14 days after the time at which the performance of the services is due to end under the contract. After expiry of this period the Tenant may bring claims only if he has been prevented through no fault of his own from entering them in due time.

8. The period of prescription for all claims arising from or in connection with the initiation, negotiation, conclusion and performance of this contract and in respect of tortious and any other claims brought by the Tenant under legal contractual relations is one year, unless otherwise provided for by law. Unless otherwise regulated by law, the period of prescription will begin at the calendar date at which performance of services is or was to end under the contract.

9. Objects and materials left in generally accessible rooms of the Hotel, in the technical facilities or in conference rooms shall not be regarded as brought in unless they have been taken in charge by a recognisably authorised employee of the Hotel. The Hotel shall not be liable for any valuables not deposited with the Hotel. Liability inside the rooms shall be limited to any objects and materials brought in by persons entitled to be accommodated in the Hotel. Except in cases of intent or gross negligence,

the Hotel's liability shall be limited to a maximum of 3,500 euros for objects and materials brought in and 800 euros for cash, securities and valuables. This liability claim also will expire, if the Tenant does not notify the Hotel in writing within two days after becoming aware of any loss, destruction or damage.

10. If the Tenant has been assigned a parking space in the Hotel's garage or on the Hotel's parking area either free of charge or for payment, this shall

not constitute a contract to safeguard a vehicle. The Hotel shall not be liable for security. The Hotel shall

be liable for any damage to or theft of vehicles only when this is caused intentionally or by the gross negligence of the Hotel or its agents.

11. Objects left behind in the Hotel by the Tenant or person accommodated shall be returned only on request and at the Tenant's expense and risk. The Hotel will keep the objects safe for a period of 12 months subject to payment of a reasonable fee. After that the objects, provided that they are of a recognisable value, will be sent to the local lost property office.

12. The Hotel shall do its best to make wake-up calls with the due diligence of a businessman.

13. Any messages, mail or parcels addressed to the Tenant or person accommodated shall be treated with the due diligence of a businessman. The Hotel agrees to keep and forward these on request against payment of a fee.

14. Any liability of the Hotel in accordance with paras. 11 to 13 above is likewise excluded.

VII. Vacation of Rooms, Departure, Function Rooms

1. Booked rooms shall be available to the Tenant and/or person accommodated from 4.00 p.m. on. Unless otherwise agreed, the Hotel may relet any booked rooms to other persons after 4.00 p.m. without the Tenant deriving any rights or claims whatsoever in this respect.

2. Rooms must be vacated by 12.00 noon on the day of departure. After this time, in addition to the loss

incurred through additional occupancy of the room, the Hotel may charge the daily room rate for additional occupancy of a room until 4.00 p.m. and 100 % of the full room rate (list price) after 4.00 p.m.

3. Reserved function rooms will be made available to the Tenant only at the agreed time. Use

of function rooms for longer than the agreed time will require the prior written agreement with the Hotel.

VIII. Place of Performance and Payment, Jurisdiction, Collateral Agreements, Partial Invalidity

1. The place of performance and payment for both parties shall be the place of registered offices of the Hotel.

2. These General Terms and Conditions shall be subject to German law.

3. The place of jurisdiction for any disputes between the parties arising from the contractual relationship will, at the Hotel's discretion, be the place of registered offices of the Hotel or Düsseldorf.

4. There have been no collateral oral or written agreements. Amendments and modifications of the contract must be made in writing in order to be effective. The same will apply to any waiver of this requirement.

5. Should any individual provision of the contract, including these General Terms and Conditions, be or become void, illegal and/or unenforceable, the validity

of the remaining provisions of the contract shall in no way be affected. In such case parties shall replace the void and/or illegal and/or unenforceable provision

with relative provisions coming as close as possible to the sense and spirit and purpose of this contract. This shall also

apply to any omissions in the provisions of the contract.

B. Additional Provisions for Package Travel Contracts

I. The Tenant may not bring claims of a minor nature due to changes, variations or reductions of individual specific services in respect of performance of a package travel contract which become necessary after conclusion of the contract.

II. If any services which have been agreed and made available not be used by the Tenant, no reduction or refund of the total payment can be made.

III. The Hotel shall be not liable for any loss or damage suffered by the Tenant due to the use of special services. In this respect the Tenant must direct his claims to the provider of the special service.

Düsseldorf, im Oktober 2003