

### **1. Validity of these Terms**

1.1 These General Terms of Trade apply to the entire business relationship between the customer (referred to below as the Tenant) and Gerda Lindner Messe Residence GmbH & Co. KG (abbreviated below to GLM, also referred to as the Landlord) both now and in future. This includes the boarding house contract and all services provided in the context of executing these contracts in or on all buildings and areas belonging to Gerda Lindner Messe Residence GmbH & Co. KG.

1.2 The Tenant's terms and conditions do not apply. They are rejected.

### **2. Conclusion of contract**

2.1 Offers made by GLM are free of obligation and non-binding until a contract is concluded.

2.2 A contract is concluded as soon as the apartment (1-room, 2-room and penthouse - summarised below as the apartment) is booked by the Tenant. If a regular booking cannot be made because time was too short, the contract is concluded upon provision of the apartment. Conclusion of a contract obliges the parties to fulfil the contract, regardless of whatever period the contract is concluded for. If the booking tenant is not identical to the user, the booking Tenant and the user are liable to GLM as joint debtors for the obligations arising from the reservation.

2.3 If more than 4 months separate the conclusion of contract and provision of the service, the Landlord can make a reasonable increase in the monthly rent, although by 10% at maximum.

2.4 The price (see section 5) is payable each month in advance. It should be received at the latest by the 3<sup>rd</sup> work day of a month, without charges, on the bank account of GLM.

2.5 GLM is at liberty to confirm a booking in writing. Cancellations and similar declarations are not effective unless there are made in writing.

2.6 If the Tenant is a merchant, written confirmation of the booking by GLM alone is decisive for the content of bookings, unless such are contradicted without delay by the Tenant in writing. This particularly applies to orders and agreements made verbally or over the telephone. A notification to GLM has not been sent without delay if it is not received within seven days.

2.7 In case of group bookings (5 people and more), the organiser is obliged to send a list of participants to GLM at the latest 14 days before their arrival.

2.8 The provision of §545 BGB (under which the rent agreement is extended for an indefinite time if the Landlord does not object to the extension of the rent agreement at the end of the rental period) does not apply.

### **3. Provision and departure**

3.1 Residential space may be used by the Tenant for residential purposes only. If the Tenant uses the residential space for commercial purposes or for other purposes than the residential purpose, such use shall be a breach of contract entitling the Landlord to terminate the contract without notice if the Tenant persists in such use after being given due warning.

3.2 Booked apartments shall be made available to the Tenant from 3 p.m. on the day of arrival. Unless a later arrival time has been specifically agreed, GLM reserves the right to let booked apartments elsewhere after 6 p.m.

3.3 There is no claim to provide particular apartments or rooms. If certain apartments have been promised in the booking confirmation and these are not available, GLM shall provide an equivalent alternative in the establishment. Further-going claims on the part of the Tenant are excluded.

3.4 It is forbidden to sub-let or to rent on the apartment. Prior approval in writing from GLM is required before apartments can be occupied with more than the number of people booked.

3.5 The Tenant is obliged to produce evidence of his identity upon arrival and to furnish appropriate security (a valid credit card with a credit limit sufficient to cover the expected costs of the entire visit, a deposit payment or the like) to the management of the establishment. The Tenant is likewise obliged to complete the police registration form in full with his personal details and sign this.

3.6 The Tenant is aware that as soon as he stays longer than 2 months, he is obliged by law to report to the Citizens Registry Office within one week. The Tenant is also expressly obliged to the Landlord to register himself. If this obligation is violated or in case of some other conduct which prevents the prescribed registration, the Landlord is entitled to terminate the contract with immediate effect.

3.7 If damage is found upon the Tenant's departure or when the rented property is handed back that has demonstrably been caused by culpable behaviour on the part of the Tenant, GLM is entitled to charge the repair costs to be expected to the Tenant's credit card as security. Once the repair work

has been completed, GLM will settle the repair costs actually incurred with the Tenant without delay.

3.8 GLM is entitled to demand security upon conclusion of contract in the form of a credit card guarantee, a down payment or the like. The amount of the down payment and the date of payment can be contractually agreed in text form.

3.9 Prior approval is required from GLM before domestic animals can be accepted and a charge shall be made for these.

3.10 The apartment must be vacated and left empty by 10 a.m. at the latest on the day of departure. If the apartment has still not been vacated by 10 a.m. on the day of departure, GLM can charge the day price (board / list price) up to 12 noon and the full price of overnight accommodation after 12 noon. The Tenant is obliged to pay this additional charge.

3.11 Prior agreement must be made with the management of the establishment in good time before the stay can be extended beyond the period agreed in the boarding house contract. This agreement should be made at the latest before half the duration of the stay has passed and it requires written confirmation from GLM. Such written confirmation is regarded as an extension of the boarding house contract. There is no claim to an extension as a matter of principle.

3.12 Photographic and film recordings for commercial purposes are forbidden throughout the establishment.

3.13 The Tenant is obliged to maintain private liability insurance during the term of contract.

#### **4. Cancellations**

4.1 Reservations are binding for both parties. The Tenant's obligation of payment under the acceptance agreement with GLM is not reduced by the expenditure actually saved by GLM, but rather in accordance with the following conditions.

4.2 The following conditions apply to individual reservations:

For reservations of up to 6 nights, a cancellation of the complete reservation is possible free of charge up to 7 days before arrival date. If the reservation is cancelled on or after the 6th day before arrival, a cancellation fee of 60% of the costs for the complete reservation period will be charged. If the cancellation is made less than 48 hours before arrival, the cancellation fee charged will be 90% of the costs for the complete reservation period.

For reservations of 6 to 29 nights, a cancellation of the complete reservation is possible free of charge up to 21 days before arrival date. If the reservation is cancelled on or after the 20th day before arrival, a cancellation fee of 90% of the costs for the complete reservation period will be charged.

For reservations of 30 or more nights, a cancellation of the complete reservation is possible free of charge up to 45 days before arrival date. If the reservation is cancelled on or after the 44th day before arrival, a cancellation fee of 90% of the costs for the 1st reservation month (30 nights) will be charged.

4.3 The following conditions apply to group reservations (> 5 apartments) or reservations for apartments during trade fairs and at other specified times, except where agreed otherwise in the contract:

A reservation can be cancelled free of charge up to 60 days before arrival. In case of a cancellation on or after the 59th day before arrival, the Tenant's obligation of payment amounts to 90 % of the costs for the complete reservation period. This provision is subject to the condition regulated in sub-section 4.4.

4.4 GLM shall try to find another user for cancelled apartments wherever possible. If GLM can provide the cancelled service to third parties in the agreed period of time, the losses suffered by the parties are reduced by the amount that these third parties pay for the cancelled service, although at maximum to the amount of the complete losses. The reserving party is entitled to demonstrate that the aforesaid claim did not arise in the amount demanded or that no loss was incurred at all.

#### **5. Prices / payments / offsetting / assignment**

5.1 Prices are regulated by GLM's price list in the version prevailing at the date that the service is provided. Prices include value-added tax at the prevailing rate. If a price is promised in the confirmation of booking, this is then decisive. If more than 4 months have passed since the booking was made, GLM can make a reasonable increase in the stated price, although by 6 % at maximum.

5.2 GLM can demand a down payment or security from the Tenant when making a booking.

5.3 GLM's invoices are payable without deductions, at the latest within 7 days of receipt of invoice, although always before the rental period starts.

5.4 The Tenant may not offset its counter claims unless these are undisputed or have been established by a court of law. The same applies to the pursuit of rights of retention. Written approval is required from GLM before the Tenant may assign its rights and claims against GLM to third parties.

5.5 Only tenants who use GLM's apartments / services in the course of their professional activities (business customers inside Germany) are able to enter into a credit agreement with GLM, after creditworthiness has been verified. Invoices issued on the basis of such a credit agreement are payable net within 14 days of receipt. A written reminder will be sent after this period. A further written reminder will be sent after 14 days with default interest added and a dunning charge of € 10. Another written reminder will be issued after a further 7 days with further default interest added and a dunning charge of € 20, along with a declaration that the claim will be passed on to a debt collection agency if it is not paid.

## **6. Termination**

6.1 GLM can serve notice of termination if there is an important reason to do so. In particular, an important reason is regarded as being one of the following cases:

- Down payments as per sub-section 5.2 are not received by the agreed date (if no date has been stated, then at the latest 30 days before arrival);
- The Tenant fails to fulfil all of its obligations of payment by the agreed date;
- Fulfilment of contract is made impossible by an Act of God, a strike, operational disturbances for which GLM is not culpable or other circumstances beyond GLM's control;
- GLM has justified reason to assume that the overnight stay could threaten the smooth running of the business, safety, security or the public reputation of GLM, without this being attributable to the sphere of GLM's control or organisation;
- Rooms are sub-let or rented on without GLM's permission.

6.2 GLM shall notify the Tenant of the exercise of the right of termination without delay in writing. The Tenant does not accrue any claim to damages in the foregoing cases of termination. Claims to damages and to recompense of expenses on the part of GLM remain unaffected.

## **7. Liability**

7.1 Objects left behind in the rooms of GLM shall only be forwarded on request and then at the risk and expense of the Tenant. GLM is obliged to retain such items for 4 weeks. The objects, insofar as they are obviously of value, shall be handed over to the local lost property office after this time. In all other cases, these shall be handed over to the finder in return for a receipt.

7.2 If a parking space in the underground garage is provided to the Tenant (at a fee), this does not represent a safekeeping agreement. GLM is not liable if vehicles parked or driven on the premises or in the underground garage go missing or become damaged. GLM has no obligation of surveillance. Any damage must be reported to GLM immediately. Sub-section 8.6 applies accordingly.

7.3 Without prejudice to the regulations in sub-sections 7.1 to 7.2, GLM's liability for damages or losses is excluded, regardless of whatever nature (contractual or in tort). This exclusion does not apply in the following cases:

- Damages or losses caused by malice aforethought or gross negligence on the part of GLM;
- In case of slight negligence on the part of GLM, liability for damages or losses attributable to fatalities, physical injuries or harm to health and – on the proviso of the regulations in sub-sections 8.5 and 8.6 – for damages or losses attributable to a violation of cardinal contractual duties. Cardinal contractual duties are all those obligations whose fulfilment enables the contract to be properly performed in the first place.

7.4 In cases of a negligent violation of cardinal contractual duties (with the exception of fatalities, physical injuries or harm to health), GLM's liability is nevertheless limited to the damages and losses typically foreseeable for GLM upon conclusion of contract or upon committing the violation. GLM's liability for damages and losses is excluded, insofar as such are exclusively attributable to the Tenant's sphere of risk.

7.5 The exclusions and limitations of liability regulated above in sub-sections 7.1 to 7.4 also apply to GLM's liability for its management bodies, employees and vicarious agents.

7.6 The foregoing exclusions and limitations of liability do not apply to claims under product liability laws, insofar as these prescribe overriding liability.

7.7 If negligent or malicious behaviour on the part of the Tenant causes a false alarm or triggers a fire alarm and GLM suffers losses on this account (calling-in the fire brigade, damage to rooms etc.), the Tenant is obliged to pay flat-rate damages of € 3,000. This flat-rate can be raised if GLM can demonstrate higher damages, or lowered if the Tenant can prove that the damages were less or that no losses were incurred at all.

## **8. Use of garage**

8.1 The contract does not cover surveillance and safekeeping of the vehicle with its contents and load; the parking of the vehicle in the garage shall be at the Tenant's own risk.

8.2 The use of the parking spaces and conduct in the parking area shall be subject both to these parking conditions and to the general road traffic regulations.

8.3. The said regulations prohibit:

- Smoking and generating flames
- The loading of fuels, the containers thereof and all other substances and objects constituting a fire hazard
- Letting the engine idle without vehicle movement
- Unnecessary hooting and causing excessive noise of any kind.

8.4 Traffic signs and markings (e.g. of direction) in the parking area must be observed.

8.5 Vehicles must not move faster than walking pace in the parking area.

8.6 The vehicle must be parked in the rented parking space in such a way that the adjacent parking spaces can be parked on and left without hindrance at any time. If this rule is not followed, GLM may move the vehicle into the necessary position at the Tenant's risk and expense.

8.7 It is prohibited to repair or clean the vehicle on the parking space, the driveways or ramps and to add or drain off coolant, fuel or oils.

8.8 All soiling of the parking area and its drive-in and drive-out areas must be avoided; where it has occurred it must be removed immediately.

8.9 The parking area must be treated with all possible care. The Tenant shall be responsible for all damage caused by him. Such damage must be reported to GLM without delay.

8.10 GLM reserves the right to supplement and amend these conditions of parking at any time.

8.11 The garage key must be returned to GLM immediately after the contract ends.

8.18 Damaged or lost keys may be replaced by purchasing new ones from GLM at a price of EUR 55.00 each, plus statutory VAT.

## **9. Place of jurisdiction and fulfilment, applicable law**

8.1 The place of fulfilment and payment is the registered office of GLM in Düsseldorf.

8.2 Insofar as commercial transactions are concerned (thus if the Tenant is a merchant, a legal entity under public law or a public-law special trust), the sole place of jurisdiction is the registered office of GLM in Düsseldorf. This regulation includes any disputes involving cheques or bills of exchange. It also applies in case the Tenant does not fulfil the prerequisites of a merchant as described by § 38 Para. 2 ZPO and has no general place of jurisdiction in Germany, or if he relocates his usual place of residence outside Germany after conclusion of contract or if GLM does not know his usual place of residence at the date that legal action is filed.

8.3 German law shall prevail exclusively to the exclusion of UN commercial law.

8.4 No verbal or written auxiliary accords have been made. Changes or supplements require the written form to be legally effective. The same applies to any waiver of the requirement of written form.

8.5 Should individual provisions in the contract, including these Terms of Trade, be unworkable, this shall not affect the workability of the remaining provisions. The parties shall replace unworkable provisions without delay with workable regulations which come as close as possible to the intended purpose and the financial outcome strived for.

## **10. Data protection**

GLM is authorised to process and store the data concerning the Tenant that it records in the context of the business relationship – even if these originate from third parties – in accordance with the German Data Protection Act, or to have these data processed and stored by a third party working on behalf of GLM.