

General Terms and Conditions

GERMANY

This applies to smartments Betriebsgesellschaft mbH and DG Steinplatz Boardinghouse GmbH.

1. Scope of application

1.1. These terms and conditions apply to contracts for the rental of serviced apartments for accommodation and all other services and deliveries provided to the guest by the accommodation provider.

1.2. The subletting and re-letting of the apartments provided and their use for purposes other than accommodation require the prior written consent of the accommodation provider, whereby Section 540 (1) sentence 2 BGB is waived.

1.3. Terms and conditions of the customer and/or the guest shall only apply if this has been expressly agreed in writing in advance.

2. Conclusion of contract, contract partner, limitation period

2.1. The accommodation contract is concluded when the accommodation provider accepts the customer's application. The accommodation provider is free to confirm the apartment booking in writing. The terms and conditions and house rules are thereby recognized and confirmed at the latest with the signature of the registration form.

2.2. The contracting parties are the accommodation provider and the customer. If a third party has booked on behalf of the customer, he shall be liable to the accommodation provider together with the guest as joint and several debtor for all obligations arising from the accommodation contract, provided that the accommodation provider has received a corresponding declaration from the third party. The third party shall then become the contracting party.

2.3. All claims against the accommodation provider shall generally become time-barred one year after the commencement of the regular limitation period under Section 199 (1) BGB, which is dependent on knowledge. Claims for damages are subject to a limitation period of five years irrespective of knowledge. The shortening of the limitation period shall not apply to claims based on an intentional or grossly negligent breach of duty or on justified withdrawal by the accommodation provider.

3. Services, prices, payment, offsetting

3.1. The accommodation provider is obliged to keep the apartments booked by the customer or an equivalent replacement available and to provide the agreed services. The accommodation provider is free to define industry-standard restrictions such as minimum stays, advance payments and booking guarantees for certain dates.

3.2. The customer is obliged to pay the applicable or agreed prices of the accommodation provider for the apartment rental and the other services used by him. This shall also apply to services and expenses of the accommodation provider to third parties arranged by the guest.

3.3. The agreed prices include the applicable statutory value added tax. If the period between conclusion and fulfillment of the contract exceeds four months and if the price generally charged by the accommodation provider for such services increases, the accommodation provider may increase the contractually agreed price appropriately, but by no more than 10%. Not included and therefore charged separately are any local taxes such as city tax and visitor's tax.

3.4. The prices may also be changed by the accommodation provider if the guest subsequently requests changes to the number of apartments booked, the services of the accommodation provider or the length of stay of the guests and the accommodation provider agrees to this.

3.5. Invoices of the accommodating establishment without a due date shall be payable immediately upon receipt of the invoice without deduction. The accommodation provider is entitled to declare accrued receivables due at any time and to demand immediate payment. In the event of late payment, the accommodation provider shall be entitled to charge the applicable statutory default interest. The accommodation provider reserves the right to provide evidence of higher damages.

3.6. The accommodation provider is entitled to demand an appropriate advance payment and security deposit upon conclusion of the contract or thereafter. The amount of the advance payment and the payment dates may be agreed in writing in the contract. The accommodation provider is also free to check the validity of credit cards provided immediately and to carry out a pre-authorization.

3.7. The customer may only offset, retain or reduce a claim of the accommodation provider with an undisputed or legally binding claim.

4. Withdrawal by the customer (cancellation), non-utilization of the accommodation provider's services (no show)

4.1. Withdrawal by the customer from the contract concluded with the accommodation provider requires the written consent of the accommodation provider. If this is not given, the agreed price from the contract must be paid even if the guest does not make use of contractual services. This shall not apply in the event of a breach of the obligation of the accommodation provider to take into account the rights, legal interests and interests of the guest, if the guest can no longer reasonably be expected to adhere to the contract as a result or is otherwise entitled to a statutory or contractual right of withdrawal.

4.2. If a date for free withdrawal from the contract has been agreed in writing between the accommodation provider and the customer, the guest may withdraw from the contract up to that date without incurring payment or damage compensation claims by the accommodation provider. The right of withdrawal shall expire if he does not exercise his right of withdrawal in writing vis-à-vis the accommodation provider by the agreed date, unless a case of withdrawal by the guest pursuant to Section IV No. 1 sentence 3 exists.

4.3. In the case of apartments not used by the customer, the accommodation provider shall offset the income from the reletting of the apartments and the expenses saved.

4.4. If the stay is shortened, the accommodation provider reserves the right to adjust the rate according to the number of nights actually used. Possible additional costs are to be paid in addition to the agreed fee for cancellation.

4.5. The accommodation provider is free to demand the contractually agreed remuneration and to make a flat-rate deduction for saved expenses. The customer shall then be obliged to pay 90% of the contractually agreed price for the rental of the apartments. However, the customer is permitted to prove that the accommodation provider has incurred no or significantly less damage.

5. Withdrawal of the accommodation provider

5.1. If the customer's right to withdraw free of charge within a certain period has been agreed in writing, the accommodation provider is entitled to withdraw from the contract during this period if there are inquiries from other guests for the contractually booked rooms and the guest does not waive their right to withdraw upon enquiry by the accommodation provider.

5.2. If an agreed advance payment or an advance payment demanded in accordance with Section III No. 5 and/or 6 above is not made even after a reasonable grace period set by the accommodation provider has expired, the accommodation provider shall also be entitled to withdraw from or terminate the contract.

5.3. Furthermore, the accommodation provider is entitled to extraordinarily withdraw from the contract for objectively justified reasons, for example if force majeure or other circumstances for which the accommodation provider is not responsible make it impossible to fulfill the contract, apartments are booked under misleading or false statements of material facts, e.g. in the person of the guest or the purpose, the accommodation provider has reasonable grounds to assume that the use of the accommodation service may jeopardize the smooth running of the business, the security or the reputation of the accommodation provider in public, without this being attributable to the sphere of control and organization of the accommodation provider, there is a breach of the above Clause I No. 2.

5.4. The accommodation provider must inform the customer and the guest of the exercise of the right of withdrawal/cancellation without delay.

5.5. In the event of justified withdrawal by the accommodation provider, the customer and the guest shall have no claim to compensation.

6. Apartment provision, handover and return

6.1. The guest does not acquire any entitlement to the provision of specific apartments.

6.2. Booked apartments are available to the guest from 4 p.m. on the agreed day of arrival. The guest is not entitled to earlier availability.

6.3. On the agreed day of departure, the apartments must be vacated and made available to the accommodation provider by 10.00 a.m. at the latest. After this time, the accommodation provider may charge 50% of the full accommodation price (list price) for the late vacating of the apartment until 6 p.m., and 100% from 6 p.m. onwards. This shall not give rise to any contractual

claims on the part of the guest. The guest is free to prove that the accommodation provider has no or a significantly lower claim to a usage fee. If a key or key card issued is lost or not returned on departure, a fee of €40.00 may be charged. Should the loss of the key or key card or the locking out of the room necessitate the deployment of a security service, the hotel reserves the right to charge the contractual partner a flat-rate fee of €50.00 per deployment.

6.4. Smoking is not permitted in the entire building, including the apartments. In the event of a violation, the guest will be charged a lump-sum compensation fee of € 250.00.

6.5. The guest is obliged to provide all relevant personal data in accordance with the Federal Registration Act truthfully in advance online, but at the latest on arrival in the form of a registration form, and to provide proof of this on request.

6.6 A change of guest within a reservation leads to the termination of the existing reservation and the start of a new reservation. This may result in a price adjustment.

7. Liability of the accommodation provider

7.1. The accommodation provider is liable for its obligations under the contract with the diligence of a prudent businessman. Claims of the guest for damages are excluded. Excluded from this are damages resulting from injury to life, limb or health if the accommodation provider is responsible for the breach of duty. Likewise, other damages that are based on an intentional or grossly intentional breach of duty by the accommodation provider and damages that are based on an intentional or negligent breach of typical contractual obligations by the accommodation provider. A breach of duty on the part of the accommodation provider is equivalent to that of a legal representative or fulfillment.

7.2. The accommodation provider is liable to the guest for items brought into the hotel in accordance with the statutory provisions. The liability claims expire if the guest does not notify the accommodation provider immediately after becoming aware of the loss, destruction or damage (§ 703 BGB). The above number 1 sentences 2 to 4 shall apply accordingly to any further liability of the accommodation provider.

7.3. If the guest is provided with a parking space in the hotel's own parking lot, even for a fee, this does not constitute a safekeeping agreement. In the event of loss of or damage to motor vehicles and bicycles parked or maneuvered on the property and their contents, the accommodation provider shall not be liable, except in cases of intent or gross negligence. The above number 1 sentences 2 to 4 shall apply accordingly.

7.4. The customer shall be liable for all damage culpably caused by the guest himself, his employees or his visitors in the accommodation establishment or to the inventory itself. The establishment must be notified immediately of any such damage, whereby the establishment is free to charge a lump sum for damages.

7.5. No liability is accepted for lost property. They will only be returned on request for a fee. The accommodation provider undertakes to keep them for 6 months.

7.6. Insofar as the accommodation provider procures third-party services, technical or other equipment from third parties for the customer, the accommodation provider shall act on behalf of and for the account of the guest; the guest shall be liable for the careful handling and proper

return of the equipment and shall indemnify the accommodation provider against all third-party claims arising from the provision of this equipment.

7.7 With the reservation of an apartment, the guest may use the designated public areas, such as the lobby, cleaning room, etc., free of charge. The accommodation provider reserves the right to close these public areas at short notice without prior notice. In the event that a public area is unavailable, the guest shall not be entitled to partial or full reimbursement of the costs of the accommodation service. The public areas are therefore not considered part of the scope of services.

7.8 The liability of -smartments Betriebsgesellschaft mbH- its legal representatives and vicarious agents for damages resulting from injury to life, body or health as well as liability under the Product Liability Act and liability due to a fraudulently concealed defect or the assumption of a quality guarantee is not limited by these GTC. Furthermore, the liability of -smartments Betriebsgesellschaft mbH- for damages resulting from an intentional or grossly negligent breach of duty by -smartments Betriebsgesellschaft mbH-, its legal representatives or vicarious agents is not limited by these GTC. If none of the aforementioned cases applies, the liability of smartments Betriebsgesellschaft mbH for damages arising from the breach of an obligation that is essential for the achievement of the purpose of the contract, the fulfillment of which is therefore essential for the proper execution of the contract and on the observance of which the member relies and may rely (essential contractual obligation), is limited to the foreseeable damage typical for the contract. Otherwise, the liability of smartments Betriebsgesellschaft mbH is excluded. Insofar as liability for damages is limited in accordance with this clause, this shall also apply to any liability of the vicarious agents and legal representatives of smartments Betriebsgesellschaft mbH.

8. Final provision

8.1. Amendments and additions to the contract, the acceptance of the application or the General Terms and Conditions for Accommodation must be made in writing. This also applies to the revocation of this written form clause. Unilateral amendments or additions by the guest or booker are invalid.

8.2. The place of performance and payment shall be the registered office of the accommodation provider.

8.3. The accommodation provider reserves the right to expel guests or visitors from the hotel. This applies in particular if instructions from employees of the accommodation provider are not followed, if discriminatory comments are made or if other guests and visitors are harassed or endangered.

8.4. The exclusive place of jurisdiction – also for disputes relating to checks and bills of exchange – shall be the registered office of the accommodation provider in commercial transactions. If a contracting party fulfills the requirements of § 38 (2) ZPO and has no general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of the accommodation provider.

8.5. German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws is excluded.

8.6. Should individual provisions of these General Terms and Conditions for Accommodation be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.

Status January 2022