General Terms and Conditions

of CTR Immo Dresden GmbH

status of 03/2023

I. Scope

1. These General Terms and Conditions apply to contracts for the rental use of apartments for accommodation purposes and to all additional goods and services provided by CTR Immo Dresden GmbH to the Customer in this context. The term "accommodation contract" includes and replaces the following terms: hotel accommodation contract, guest accommodation contract, hotel contract and apartment contract.

2. The apartments that are provided may not be sublet, re-let or used for any purposes other than accommodation.

3. The Customer's General Terms and Conditions shall apply only if this was expressly agreed in writing beforehand.

II. Conclusion of the contract, contracting parties

1. By submitting an application (in writing or verbally), the Customer is offering to conclude a binding accommodation contract with CTR Immo Dresden GmbH. The Customer is tied to this offer for 14 days.

2. Offers made by CTR Immo Dresden GmbH with regard to available apartments are subject to change and non-binding. CTR Immo Dresden GmbH is at liberty to refuse to conclude an accommodation contract at its own discretion.

3. The accommodation contract shall enter into force when CTR Immo Dresden GmbH issues a confirmation of reservation in writing.

4. The contracting parties are CTR Immo Dresden GmbH and the Customer. If a third party has placed an order for the Customer, the third party is liable to CTR Immo Dresden GmbH together with the Customer as the co-debtor for all obligations arising from the hotel accommodation contract, insofar as the third party has supplied CTR Immo Dresden GmbH with an appropriate declaration to this effect.

III. Services, prices, payment, security and offsetting

1. CTR Immo Dresden GmbH is obligated to keep the apartments that were booked by the Customer ready in accordance with these General Terms and Conditions, and to provide the agreed services.

2. The Customer is obligated to pay CTR Immo Dresden GmbH's rates that were agreed for or are applicable to the apartment and all additional services that were used by the Customer. This also applies to CTR Immo Dresden GmbH's services and expenses that

were arranged by the Customer on behalf of a third party. The agreed prices shall include the applicable statutory value added tax.

3. If the Customer subsequently requests a reduction in the number of apartments that were booked, the service provided by CTR Immo Dresden GmbH's, or the Customer's length of stay, CTR Immo Dresden GmbH may make its agreement dependent on the fact that the price of the apartments and/or of other hotel services has increased correspondingly.

4. All booked services shall be paid for in advance, but at the latest on the day of arrival and can be paid by EC card, credit card (Mastercard, VISA or American Express) or bank transfer. A different method of payment and a different due date has to be agreed between the parties in writing.

5. When a contract is concluded by the Customer, CTR Immo Dresden GmbH is entitled to demand an appropriate advance payment or security in the form of a credit card guarantee, a down payment, or similar. The amount of the advance payment and the payment dates can be agreed in the contract in writing. In the case of advance payments or securities for package holidays, this does not affect statutory provisions.

6. In justified cases, such as the Customer's outstanding payment or extensions of the scope of the contract, CTR Immo Dresden GmbH is entitled to request an advance payment or security within the meaning of section III.5 above, or to increase the advance payment or security that was agreed in the contract up to the agreed full payment, even after the contract was concluded and up to the start of the Customer's stay.

7. Furthermore, at the start of and during the Customer's stay, CTR Immo Dresden GmbH is entitled to request an appropriate advance payment or security within the meaning of the previous section III.5 for existing and future receivables from the contract, unless this was already paid in accordance with the previous section 5 and/or 6.

8. In the event of default of payment, CTR Immo Dresden GmbH is entitled to charge flat-rate dunning costs of €20.00 for each written reminder. The timeliness of the payment is not based on when the money was sent, but when it was received by CTR Immo Dresden GmbH.

IV. Withdrawal (cancellation) by the Customer/non-use of the services provided by CTR Immo Dresden GmbH

1. A statutory right of withdrawal also exists in the case of a distance contract pursuant to the exception regulation in Section 312 b Par. 2 Figure 6 BGB [German Civil Code].

2. Cancellation of the accommodation contract requires written agreement from CTR Immo Dresden GmbH. Without this, the rate agreed in the contract must be paid, even if the Customer does not make use of the contractual services. If a date was agreed

between CTR Immo Dresden GmbH and the Customer for withdrawing from the contract free of charge, the Customer may withdraw from the contract up to that date without incurring any claims for damages or payment by CTR Immo Dresden GmbH. The Customer's right to withdraw expires if the Customer does not exercise the right to withdraw by informing CTR Immo Dresden GmbH in writing before the agreed date.

3. In the event of a late cancellation and in the event that the Customer does not occupy the apartments, CTR Immo Dresden GmbH shall offset the income from renting these apartments out to other parties and the expenses saved as a result from the contractually agreed payment. If the apartments are not rented out to other parties, CTR Immo Dresden GmbH can demand the contractually agreed payment and make a flat-rate deduction for the expenses saved by CTR Immo Dresden GmbH. In this case, the Customer shall still be required to pay 100% of the contractually agreed price. The Customer is at liberty to prove that the above-mentioned claim did not arise or that it did not arise to the extent claimed.

4. Sections IV.2. and IV.3. above do not apply to group reservations or to reservations made by commercial tour operators. In this case, the amount of the withdrawal fee is based on the individual agreement made at the time of reservation. A reservation for 9 customers and above is considered a group reservation. Commercial organisers are business owners whose commercial activity includes holding and organising trips.

5. The relevant cancellation terms are stated on the confirmation of reservation.

V. Withdrawal by CTR Immo Dresden GmbH

1. Insofar as a right of withdrawal from the contract was agreed on the part of the Customer, free of charge and within an agreed time period, CTR Immo Dresden GmbH is equally within its rights to withdraw from the contract during this period if other customers request to use the contractually reserved apartments, and the Customer does not relinquish their right of withdrawal from the contract at CTR Immo Dresden GmbH's request.

2. If an advance payment or security payment that was agreed or demanded pursuant to the aforementioned section III.5. and/or section III.6. Is not paid even after the lapse of an appropriate grace period set by CTR Immo Dresden GmbH, CTR Immo Dresden GmbH is also entitled to withdraw from the contract.

3. Furthermore, CTR Immo Dresden GmbH is entitled to withdraw extraordinarily from the contract for legally justifiable reasons, for example if:
• Force majeure or other circumstances outside of CTR Immo Dresden GmbH's control make the performance of the contract impossible
• Apartments or rooms are culpably booked by giving misleading or incorrect information relating to facts that are essential to the contract, such as the identity of the Customer or the purpose of the stay;

• CTR Immo Dresden GmbH has reasonable grounds for assuming that the use of the service may endanger the smooth operation of the business, the security or public image of CTR Immo Dresden GmbH without being attributed to CTR Immo Dresden GmbH's power of control or organisational remit;
• The purpose or acceptance of the stay is unlawful,
• There is a breach of the aforementioned section I. point 2,
• Despite receiving a warning, the Customer causes a disturbance of the peace,
• Despite receiving a warning, the Customer behaves in an unacceptable or offensive manner towards the employees or staff of CTR Immo Dresden GmbH and/or guests.
CTR Immo Dresden GmbH's right of withdrawal shall apply once the Customer has been given a single written warning.

4. The Customer can derive no right to compensation from the justified withdrawal by CTR Immo Dresden GmbH.

VI. Provision of apartment, possession and return

1. The Customer shall not acquire any entitlement to the provision of a specific apartment unless CTR Immo Dresden GmbH has confirmed the provision of specific apartments in writing.

2. Booked apartments shall be available to the Customer from 3.00 p.m. on the agreed day of arrival, and must be made use of by the Customer at the latest by 6.00 p.m. on the agreed day of arrival. A later arrival time must be arranged beforehand. If an arrival time later than 6.00 pm. was not agreed, and if the guest has not notified CTR Immo Dresden GmbH about their arrival by 6.00 pm. on the day of arrival, CTR Immo Dresden GmbH is entitled to allocate the booked apartment to another guest without the Customer being able to make any claim for compensation from this. In this case, CTR Immo Dresden GmbH has a right of withdrawal. However, CTR Immo Dresden GmbH is not obligated to re-let the apartment elsewhere.

3. On the agreed day of departure, the CTR Immo Dresden GmbH apartment must be vacated by 11.00 a.m. at the latest. After this, CTR Immo Dresden GmbH is entitled to charge a surcharge at the current daily rate due to the delayed vacation of the apartment for its use later than contractually agreed. This shall not constitute any contractual claims. The Customer is at liberty to demonstrate that CTR Immo Dresden GmbH has no claim for charges for use, or a much lower claim.
4. The keys, key cards, transponders or parking permits that are provided by CTR Immo Dresden GmbH must be handed over to reception on the day of departure, or left at the location that is signposted or notified by CTR Immo Dresden GmbH.

5. The loss of a key, key card, transponder or a parking permit and the non-return of the aforementioned items will incur a fee of €65.00. CTR Immo Dresden GmbH is further entitled to claim compensation for damage from the guest if the damage exceeds

€100.00. This includes replacing the relevant lock system if this should become necessary for security reasons.

VII. Liability, limitation

1. CTR Immo Dresden GmbH shall be liable for its obligations arising from the contract. Claims by the Customer for damages are excluded. Excluded from this are those damages arising from injury to life, limb or health if CTR Immo Dresden GmbH is liable for the breach of duty; other damages that are due to the intentional or grossly negligible breach of duty by CTR Immo Dresden GmbH, as well as damages that are based on the intentional or negligible breach of obligations that are typical for this type of contract by CTR Immo Dresden GmbH. Any violation of duties by CTR Immo Dresden GmbH is equivalent to that of a legal representative or vicarious agent. CTR Immo Dresden GmbH will endeavour to remedy any disruptions to or faults in the services it provides as soon as it becomes aware of them. The Customer is obligated to contribute to a reasonable degree towards correcting the disruption and to keeping potential damage to a minimum. If the Customer culpably fails to report a defect, they shall not be entitled to a claim to a reduction of the contractually agreed price.

2. CTR Immo Dresden GmbH is liable to the Customer for property brought in by the Customer in accordance with the statutory provisions. Money, securities and valuables up to a maximum value corresponding to the insured amount at CTR Immo Dresden GmbH may be stored in the hotel safe. CTR Immo Dresden GmbH recommends that Customers make use of this facility. Liability claims shall expire unless the Customer notifies CTR Immo Dresden GmbH immediately after gaining knowledge of the loss, destruction, or damage (Section 703 German Civil Code). Liability exists only if the apartments or receptacles in which the items were left were locked.

3. A contract of safe custody shall not materialise to the extent that a parking space is made available to the Customer in the hotel garage, even if this is for a fee. CTR Immo Dresden GmbH assumes no liability for the loss of or damage to motor vehicles parked or manoeuvred on the apartment block's property, nor the contents thereof, except in cases of intent or gross negligence. To the exclusion of the Customer's claims for damages, the regulation of the aforementioned section VII.1 points 2 to 4 shall apply accordingly.

4. The Customer's claims for damages shall lapse at the latest two years from the time when the guest became aware of the damage or, regardless of this knowledge, at the latest after three years from the time of the damaging event. This does not apply to the liability for damages arising from injury to life, limb or health or to other damages that are based on the intentional or grossly negligent breach of duty by CTR Immo Dresden GmbH or their lawful representatives or vicarious agents.

5. Messages, mailings and consignments of goods for the guests shall be treated with due diligence. CTR Immo Dresden GmbH shall accept the delivery, retain it and – if

required – forward it for a charge, including for any lost items if this is required. Claims for damages shall be excluded if these are not based on the intention or gross negligence of CTR Immo Dresden GmbH or their lawful representatives or vicarious agents. CTR Immo Dresden GmbH is entitled to hand the aforementioned items over to the local lost property office after a retention period of one month at the latest for an appropriate fee.

VIII. Smoking & pet clause

1. Smoking is forbidden in all apartments and pets are not allowed.

2. If a Customer ignores the smoking ban or chooses to bring pets with them, they are obligated to pay the costs of all cleaning measures (including cleaning all items and textiles by a third-party company) and to pay for any damages that are incurred. The Customer shall also be responsible for any loss of rental income that CTR Immo Dresden GmbH incurs as a result of this. This claim by CTR Immo Dresden GmbH can be a flat rate of up to €1,000.00. The Customer may provide proof that no damage was incurred whatsoever, or that the damage was considerably less than the agreed flat rate.

IX. House rules for Residenz am Zwinger

1. Guests must keep the rooms clean, ensure sufficient ventilation and refrain from anything that could result in damage or excessive wear and tear to the rooms and supply lines, or to the building itself. They must treat the floors appropriately and keep them dry. Any damage that is incurred by anything other than normal wear and tear must be notified to the management immediately.
2. The stairways, green spaces; bicycle room, lifts and underground parking may be used by all guests to the extent that this corresponds to their intended use and Community regulations, and that their use by the remaining guests is not unduly negatively affected following this.
3. Household goods and other items must not be placed in the stairways or in the common rooms, in the underground garage or in the technology rooms.
4. Parking on the property is permitted only in the designated areas (underground parking spaces).
5. Cleaning items out of the window, in the stairway or in the forecourts is not allowed.
Work that makes excessive noise may be carried out only between Mondays and Fridays, between the hours of 7.00 a.m. and 8.00 p.m., or on Saturdays between the hours of 8.00 a.m. and 1.00 p.m., as well as between 3.00 p.m. and 8.00 p.m.
Work that makes excessive noise refers to all work in the hotel, in the garages, in open-air parking spaces and in communal open spaces that creates noise.
6. Musical instruments and sound recording devices
When using musical instruments and sound playback and recording devices, the volume must be set at a level that does not cause disturbance to others.
Between the hours of 10.00 p.m. and 7.00 a.m., night-time peace must not be disturbed

by the use of these instruments and devices, unless the disruption can objectively be recognised as reasonable, taking special account of protecting the neighbourhood and the general public from night-time noise.
7. Kitchen waste, refuse and other waste belongs in the designated waste bins. Waste must not be placed next to these and in particular must not be disposed of in the WC or washbasins. Bulky items are to be reduced in size before they are thrown in the waste bins.
8. Fuel and other flammable and explosive substances must not be stored anywhere on the property without explicit approval from the fire service.
9. Television and radio reception is provided in all apartments via cable. It is not possible to attach individual, roof or window antennae or private satellite keys.
10. Pets are not allowed. Damages are payable if guests do not comply with these regulations and, additionally and where necessary, this includes any costs for additional cleaning.
11. Smoking in the apartment or in other enclosed rooms is strictly forbidden. If guests do not comply with the smoking ban, damages are payable and, where necessary, this includes the costs incurred if a fire alarm is triggered. E-cigarettes or other products that heat tobacco are also prohibited.
12. Shoes, toys and other items must not be stored in the stairways.

Final provisions

1. CTR Immo Dresden GmbH declares that as a business owner, it is not obligated to participate in a dispute settlement procedure in front of an arbitration body and does not normally offer mediation.

2. Changes and amendments to the contract, the application acceptance or these General Terms and Conditions shall be made in writing. Unilateral amendments by the Customer are invalid. To comply with the requirements for the written form that are specified in these General Terms and Conditions, it is sufficient to submit the corresponding information via fax or e-mail.

3. The place of fulfilment and payment shall be the headquarters of CTR Immo Dresden GmbH, Residenz am Zwinger, Ostra-Allee 13, 01067 Dresden, Germany.

4. The exclusive place of jurisdiction – including for disputes relating to cheques and bills of exchange – is – if the contracting party of CTR Immo Dresden GmbH is a merchant or legal entity under public law – the headquarters of CTR Immo Dresden GmbH. In cases where one contractual party meets the requirements set out under section 38 paragraph 2 of the German Code of Civil Procedure (ZPO) and has no general place of jurisdiction in Germany, the court of jurisdiction will be that of CTR Immo Dresden GmbH’s registered office.

5. The Law of the Federal Republic of Germany applies exclusively with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and any conflict of laws.

6. Should separate provisions of these General Terms and Conditions be or become ineffective or void, the effectiveness of the remaining provisions is unaffected. In all other respects, the statutory provisions shall apply.