

General Terms & Conditions Oberstraße 138, 140 GmbH

§ 1 Definitions

- I. "Customer" refers to the natural or legal entity, person or company, in whose name the booking reservation is made.
- II. "Guest" refers to the person who makes actual use of the reserved apartment.

§ 2 Scope of application

- I. These General Terms & Conditions apply to Agreements relating to the leasing of apartments for accommodation purposes and for all other services and provisions rendered to the Guest or Customer by the Oberstraße 138, 140 GmbH, referred to hereinafter as "Oberhouse Apartments".
- II. The subleasing of apartments or other premises provided, or any usage for purposes not relating to accommodation or the hosting of an agreed event, are subject to prior written consent by Oberhouse Apartments.
- III. General Terms & Conditions of Guests or Customers shall not apply, unless expressly agreed upon in writing and in advance.

§3 Execution of the Agreement

- I. The Agreement (Accommodation Agreement) shall be deemed entered into upon acceptance of the Customer's booking order by Oberhouse Apartments. Oberhouse Apartments shall be at liberty to confirm the reservation booking in writing. Group bookings and the reservation of special events shall only become binding upon written confirmation of the booking order by Oberhouse Apartments.
- II. Contractual partners of the Accommodation Agreement are Oberhouse Apartments and the Customer. If the Customer has made a reservation for a third party (Guest), the Customer shall be liable vis-à-vis Oberhouse Apartments, together with the Guest, for all obligations resulting from the Agreement.

§4 Services, rates, payments, billing

- I. Oberhouse Apartments shall be obliged to make the reserved apartments or comparable equivalent accommodation available and shall be obliged to fulfil all of the agreed services.
- II. The Customer shall be obliged to pay Oberhouse Apartments the rates applying to or agreed on for the provision of the apartments or other accommodation, as well as additional services they have availed of. This also applies to services and expenses of Oberhouse Apartments vis-à-vis third parties rendered upon the Customer's or Guest's request.
- III. The prices that apply or are agreed upon include the applicable statutory value added tax.
- IV. If the period between the execution and fulfilment of the Agreement exceeds four months, and if the rates usually charged by Oberhouse Apartments for such services have increased in the meantime, Oberhouse Apartments may increase the contractually agreed price accordingly per apartment, but, by no more than 10%. Oberhouse Apartments may also alter the rates if the Customer subsequently wishes to change the number of booked apartments, the services rendered by Oberhouse Apartments or the duration of the Guest's stay and Oberhouse Apartments consents hereto.

- V. Invoices issued by Oberhouse Apartments shall become payable immediately and without deduction upon receipt. Oberhouse Apartments is entitled to call and declare as due claims accruing during the Customer's or Guest's stay by issuing an interim invoice and requesting immediate payment.
- VI. In the case of delayed payment, Oberhouse Apartments is entitled to charge consumers interest amounting to 5% above the base rate, as quoted by the German Federal Bank. For business transactions, the default interest rate is 8% above the base rate for the current year. Oberhouse Apartments reserves the express right to assert a claim for a higher degree of damage arising from any default of payment.
- VII. Oberhouse Apartments is entitled to request a reasonable advance payment or security upon execution of the Agreement or later. The amount of the advance payment and its due date may be specified in the Agreement in writing. The Customer shall only be entitled to a set-off against or reduction of a claim made by Oberhouse Apartments on the grounds of undisputed or unappealable legally binding claims.

§5 Rescission / Cancellation by the Customer

- I. Rescission on the part of the Customer of the Agreement closed with Oberhouse Apartments is subject to the written consent of Oberhouse Apartments. Should this consent not be granted, the rate agreed upon in the Agreement must still be paid even if the Customer does not avail of the services as stipulated in the Agreement. This provision does not apply in any cases where a default in services occurs on the part of Oberhouse Apartments or where a provision of services cannot be realised for which Oberhouse Apartments is culpable.
- II. Provided a date for rescission has been agreed upon in writing between Oberhouse Apartments and the Customer, the Customer can then cancel the Agreement up until this date without incurring any payment or damage claims made by Oberhouse Apartments. Right to rescission expires if the Customer fails to exercise this right in writing to Oberhouse Apartments by the agreed date, unless there is a case where a default in services occurs on the part of Oberhouse Apartments or where a provision of services cannot be realised for which Oberhouse Apartments is culpable.
- III. Provided payment and damage claims are not made on the part of Oberhouse Apartments, the Customer is entitled to rescind the Agreement as follows:
1. In the case of more than 50 overnight stays
 - a) 6 months prior to arrival: 100 % of the total agreed price
 - b) 4 months prior to arrival: 60 % of the total agreed price
 - c) 9 weeks prior to arrival: 40 % of the total agreed price
 - d) 6 weeks prior to arrival: 20 % of the total agreed price
 - e) 3 weeks prior to arrival: 10 % of the total agreed price
 2. In the case of more 21 to 50 overnight stays
 - a) 4 months prior to arrival: 100 % of the total agreed price
 - b) 9 weeks prior to arrival: 60 % of the total agreed price
 - c) 6 weeks prior to arrival: 40 % of the total agreed price
 - d) 3 weeks prior to arrival: 20 % of the total agreed price
 3. In the case of 5 to 20 overnight stays
 - a) 9 weeks prior to arrival: 100 % of the total agreed price
 - b) 6 weeks prior to arrival: 60 % of the total agreed price
 - c) 3 weeks prior to arrival: 40 % of the total agreed price
 - d) 1 week prior to arrival: 10 % of the total agreed price
 4. In the case of 1 to 4 overnight stays
 - a) 3 weeks prior to arrival: 100 % of the total agreed price
 - b) 1 week prior to arrival: 60 % of the total agreed price
 - c) 3 days prior to arrival: 40 % of the total agreed price

The Customer is nevertheless free to prove that no damages or significantly lower damages were incurred by Oberhouse Apartments.

- IV. In the case of reservation of other premises, the Customer is entitled to cancellation up to four weeks prior to the agreed reservation date without payment and damage claims being made on the part of Oberhouse Apartments. The Customer is nevertheless permitted to prove that no damages or a significantly lower damages were incurred by Oberhouse Apartments.
- V. Oberhouse Apartments is entitled to charge damages here amounting to what Oberhouse Apartments would earn as a result of leasing of the apartments or event premises to other parties, as well as the expenses saved.
- VI. It is at the discretion of Oberhouse Apartments to claim a lump-sum rescission amount from the Customer instead of a specifically calculated compensation once an agreed date for rescission has expired. This lump sum to be paid in such a case is 90% of the contractually agreed price for the leasing of apartments and other premises. The Customer is nevertheless free to prove that Oberhouse Apartments did not suffer any damage, or that the damage incurred amounts to less than the lump-sum rescission compensation claimed.
- VII. The contractual relationship does not apply in the case of a breach of duty to the rights and legally protected interests of the Customer on the part of Oberhouse Apartments, if adherence to the Agreement by the Customer can no longer be expected or if any other legally binding right to rescission applies.

§6 Rescission / Cancellation by Oberhouse Apartments

- I. If a right to rescission in writing has been granted to the Customer within a specific period, Oberhouse Apartments shall likewise be entitled to revoke the Agreement within the agreed period in the event of enquiries by other Customers regarding the reserved apartments and other accommodation, and in the event of failure of the Customer to provide final confirmation of the booking after being requested to do so by Oberhouse Apartments.
- II. In case an agreed advance payment is not performed within a period prescribed by Oberhouse Apartments for this purpose, Oberhouse Apartments is also entitled to rescind the Agreement.
- III. In addition, Oberhouse Apartments shall be entitled to rescind or cancel an Agreement for justifiable reasons, in particular if:
 - force majeure or other circumstances which do not fall under the scope of responsibility of Oberhouse Apartments make it impossible to fulfil the Agreement;
 - misleading or incorrect statements of material facts have been used in booking apartments or other accommodation, for example, with respect to the Customer or the purpose;
 - Oberhouse Apartments has justified reason to assume that if the Customer or Guest makes use of the services on offer, the smooth business operations, safety, or reputation of Oberhouse Apartments in the public domain may be impeded, without such matters being attributable to the power of control or organisation of Oberhouse Apartments.
- IV. Upon exercising the right to rescission, Oberhouse Apartments is obliged to inform the Customer of this without delay.
- V. In the case of cancellation/rescission on the part of Oberhouse Apartments for a justified reason as listed above, the Customer shall not be entitled to any compensation for damages.

§7 Provision of apartments, arrival and departure

- I. The Customer is not entitled to the provision of a particular apartment or specific accommodation.
- II. Reserved apartments shall be made available to the Customer or Guest from 4 p.m. on the agreed date of arrival. Other booked accommodation shall be made available to the Customer from a time (day, time) specified and agreed upon in advance by both parties. The Customer shall not be entitled to provision of accommodation at a prior time or date.
- III. On the agreed day of departure, the accommodation at Oberhouse Apartments shall be vacated by 11 a.m. at the latest. Thereafter, Oberhouse Apartments may charge, in addition to the damage incurred to it thereby, 50% of the daily rate for the further use of the apartment until 6 p.m., and 100% of the applicable price from 6 p.m. onwards. The Customer is free to prove vis-à-vis Oberhouse Apartments that no damage or a considerably lower damage has been incurred.
- IV. If other premises are leased, the Customer shall be obliged to vacate the premises immediately after the end of the event they have hosted.

§8 Liability of Oberhouse Apartments

- I. Oberhouse Apartments shall be liable for maintaining the diligence of a prudent business with regard to its contractual obligations. Claims for damages on the part of the Customer are excluded. Exceptions here include damages arising from injury to life or limb, personal liberty and sexual orientation, damages arising where Oberhouse Apartments must cover its breach of duty, or other damages that result from a breach of duty due to wilful intent or gross negligence on the part of Oberhouse Apartments, as well as damages that result from a breach of duties associated with a contract of this kind (so-called cardinal obligations) due to wilful intent or gross negligence on the part of Oberhouse Apartments. Mandatory liability in accordance with the Product Liability Act shall be unaffected, as shall the liability of Oberhouse Apartments on the grounds of assumed guarantee. A breach of duty on the part of Oberhouse Apartments ranks equally with those made on the part of a legal representative or vicarious agent.

In the case that interruptions or shortcomings to the services provided by Oberhouse Apartments occur, it shall endeavour to put things right immediately upon notification or reproof by the Customer/Guest. The Customer/Guest is obliged to do everything in their reasonable capacity to resolve any untoward incidents and keep any possible damages as low as possible.

- II. For objects brought in, Oberhouse Apartments is liable vis-à-vis the Customer, according to the statutory provisions, i.e. up to 100 times the apartment rate, but for a maximum of €3,500.00. For valuables (cash, jewellery, etc.), liability shall be limited to €800.00. Cash and jewellery up to a maximum value of €800.00 (insurance amount) may be stored in the apartment's safe (if available) or in a safe in the manager's office, in proportion with the total capacity available. Oberhouse Apartments recommends using this form of deposit. The liability claims lapse if the Customer does not immediately notify Oberhouse Apartments of the loss, destruction or damage upon acquiring knowledge thereof (§703, German Civil Code).
- III. Statutory provisions shall apply to the unlimited liability of Oberhouse Apartments.
- IV. If the Customer is – even in exchange for payment – provided with a parking space in the garage, underground car park or outdoor car park of Oberhouse Apartments, this shall not constitute a formal Agreement of safe custody. If vehicles or the contents of vehicles parked or otherwise situated on the premises are lost or damaged, Oberhouse Apartments shall only be liable if it has caused such damage by wilful intent or gross negligence, unless the damages involve injury to life or limb.

- V. Complimentary wake-up services shall be performed by Oberhouse Apartments with the greatest care. Claims for damages shall be excluded except in cases of gross negligence or wilful intent, unless the damages involve injury to life or limb.
- VI. Messages, mail and the consignment of goods for Guests shall be treated with the utmost care. This obligation shall not however constitute a formal Agreement of safe custody.
- VII. The Customer/Guest shall be liable for all damages to Oberhouse Apartments caused by themselves, their employees, their guests or their visitors, as well as any damages caused to the inventory upon their own culpability.
- VIII. Claims for damages shall fall under the statute of limitations in accordance with statutory provisions. In digression from § 199 III Nr. 1 of the German Civil Code, claims for damages shall fall under the statute of limitations five years after the damaging event, irrespective of this knowledge or negligent lack of knowledge. This shall not apply to the liability for damages arising from a breach of obligations through wilful intent or gross negligence on the part of Oberhouse Apartments. Mandatory liability in accordance with the Product Liability Act shall be unaffected, as shall liability on the grounds of injury to life or limb, personal liberty or sexual orientation. Other claims submitted as claims for damages shall fall under the statute of limitations one year after the beginning of the regular limitation period, irrespective of knowledge. In the case of claims on the basis of a lack of something, this period begins upon delivery of the something in question.

§8 Decoration used by the Customer / Guest

The use and affixing of decorative materials in the apartments of Oberhouse Apartments is subject to prior consent by Oberhouse Apartments. The Customer/Guest must vouch for the viability of the decoration. The Customer/Guest is solely liable for decoration of this kind and hereby exempts Oberhouse Apartments from any claims submitted by any third parties.

§9 Final provisions

- I. Any amendments and addendums to the Accommodation Agreement, a booking acceptance or these General Terms & Conditions for the Accommodation Agreement shall be made in writing. Unilateral amendments or addendums on the part of the Customer shall be invalid.
- II. The place of performance and the place of payment shall be the registered operating premises of Oberhouse Apartments.
- III. The sole place of jurisdiction for business transactions – including in the case of disputed cheques and bills of exchange – shall be the registered operating premises of Oberhouse Apartments. This provision also applies for a Customer who does not have a general place of jurisdiction within the territory of the Federal Republic of Germany.
- IV. Legislation of the Federal Republic of Germany shall apply.
- V. Should individual provisions of these General Terms & Conditions for apartment reservations be or become invalid or void, the validity of the remaining provisions shall not be affected thereby. The contractual parties are obliged in this case to replace the invalid or void provision with a valid and effective provision in accordance with the economic intent. In addition, statutory provisions shall apply.