

General Terms and Conditions of Clipper Hotel Dresden GmbH & Co. KG

1. Scope of these Terms and Conditions

- 1.1 These General Terms and Conditions apply to the entire business relationship, including the future relationship, between the orderer (hereinafter referred to as: Guest) and Clipper Hotel Dresden GmbH & Co. KG, Hamburg (hereinafter referred to as: Hotel). This comprises hotel accommodation agreements as well as all services provided over the course of the implementation of these agreements in or on all buildings and areas belonging to Clipper.
- 1.2 For the reservation and utilisation of conference rooms, banquet halls and other event venues of Clipper, separate provisions apply in each case.
- 1.3 General terms and conditions of the Guest do not apply. They are expressly rejected.

2. Conclusion of contract

- 2.1 Offers of the hotel are subject to change and are non-binding until the conclusion of the contract.
- 2.2 The contract is concluded as soon as the suite/apartment/room (hereafter summarised as: suite) has been booked through the acceptance of the hotel at the request of the Guest; or, in case a booking confirmation could not take place for reasons of time, has been made available. The conclusion of the contract obligates the contracting parties to fulfil the contract, regardless of the duration for which the contract has been concluded. If the Guest making the booking is not the user as well, the Guest making the booking and the user are jointly and severally liable to the hotel for the obligations arising from the booking.
- 2.3 It is up to the hotel to confirm a booking in writing. Cancellations and comparable statements are only effective if they are made in writing.
- 2.4 If the Guest is an entrepreneur, only the written booking confirmation by the hotel is authoritative unless the Guest objects promptly in writing. This applies in particular to orders and agreements that were made orally or over the phone. A notification to the hotel is definitely no longer deemed as prompt if it has not been received by the hotel within seven days.
- 2.5 For group bookings (as of 5 persons), the organiser is obligated to send a list of participants to the hotel no later than 7 days prior to arrival.

3. Severability clause

Should a provision of the contract or these General Terms and Conditions be or become invalid, the validity of the rest of the contract or these Terms and Conditions remains unaffected by it. In its place, the relevant statutory provision applies. Under no circumstances will the respective provision of these General Terms and Conditions be replaced by terms and conditions of the Guest. The same applies if there is a loophole in the respective contract or the General Terms and Conditions.

4. Availability and departure

4.1 The booked suites are available to the Guest on the day of arrival as of 3:00 p.m. Unless a later arrival time has been expressly agreed upon, the hotel reserves the right to rent booked suites to other guests after 6:00 p.m.

4.2 A claim to the availability of specific suites or rooms is excluded. If specific suites have been promised in the booking confirmation but are unavailable, the hotel may provide the Guest with a comparable replacement in the same building. Further claims of the Guest are excluded.

4.3 Any subletting of the suites is excluded. Occupancy of the suites by more than the number of persons specified in the booking requires the prior written consent of the hotel.

4.4 The Guest is obligated to identify himself/herself upon arrival. An appropriate security (valid credit card with coverage in the amount of the expected total cost of the stay, payment of a deposit or suchlike) must be provided at the reception desk; the police registration must be completed with all personal data and signed.

4.5 Pets are allowed only upon the prior approval of the hotel and for a surcharge.

4.6 Departure must be made on the day of departure no later than 12:00 a.m.; at this point in time, the suite must be cleared. If the suite is utilised on the day of departure after 12:00 a.m., the hotel is entitled to charge the day price (lodging price/list price) if the suite is used until 2:00 p.m. and the full overnight price as of 2:00 p.m. The Guest undertakes to pay this additional fee.

4.7 An extension of the stay beyond the period agreed upon in the hotel accommodation agreement is only possible upon timely arrangement with the reception desk. This arrangement should be made at least before one-half of the stay period has lapsed and requires written confirmation by the reception desk. The written confirmation is deemed an extension of the contract within the meaning of the hotel accommodation agreement. A claim to an extension is excluded.

5. Cancellation

5.1 Reservations are binding for the contracting parties. The cancellation of reserved suites

and/or services is subject to the following conditions. The payment obligation of the Guest at the point of concluding the hotel accommodation agreement is not reduced in these cases according to the actual expenses the hotel saves but in accordance with these Terms and Conditions. Reference is made to Item 2.3 of these General Terms and Conditions. A partial cancellation of reserved suites and/or services is generally excluded.

- 5.2 For reservations of up to 10 nights per suite outside of trade fair periods and special time periods, a cancellation without costs is possible until 48 hours before the beginning of the service period (planned arrival). In case of a later cancellation, the payment obligation of the Guest is reduced to 80% of the value of the services ordered; in the case of mere overnight stays, to 80% of the price for the 1st night. If the Guest does not make use of the service without submitting a written cancellation, the payment obligation of the Guest is reduced to 80% of the value of the services ordered; in the case of mere overnight stays, to 80% of the price for the 1st night. The reductions are subject to the provision in Item 5.5.
- 5.3 For reservations between 11 and 20 nights per suite or reservations for trade fairs, exhibitions and special periods a free cancellation until 14 days before the start of the service period (planned arrival) is possible. In the event of cancellation up to 7 days before arrival, the guest's payment obligation is reduced to 60% of the overnight price for the total contingent. In case of a cancellation from 6 days before arrival, the guest's payment obligation is 80% of the overnight price for the total contingent. A reduction of the number of rooms by 10% of the total volume is possible up to 2 days before arrival. The reductions are subject to the provision in Item 5.8.
- 5.4 For reservations between 21 and 50 nights per suite a free cancellation is possible until 50 days before the start of the service period (planned arrival). In case of cancellation up to 30 days before arrival will reduce the guest's payment obligation to 60% of the overnight price for the total contingent. In case of cancellation until 30 days before arrival, the guest's obligation to pay is 80 % of the overnight stay price for the total contingent. A reduction in the number of rooms of 10% of the total volume is possible up to 7 days before arrival. The reductions are subject to the provision in Item 5.8.
- 5.5 For reservations between 51 and 100 nights per suite a free cancellation is possible until 90 days before the start of the service period (planned arrival). In case of cancellation up to 50 days before arrival, the guest's payment obligation will be reduced to 60 % of the overnight price for the total contingent. In case of a cancellation of 49 days before arrival, the guest's obligation to pay is 80 % of the overnight stay price for the total contingent. A reduction in the number of rooms of 10% of the total volume is possible until 21 days before arrival. The reductions are subject to the provision in Item 5.8.
- 5.6 For reservations over 100 nights per suite an individual arrangement takes place.
- 5.7 For hotel arrangements with additional services, a free complete cancellation is possible up to 7 days before the agreed start of the performance period. In case of cancellation from 6 days before the agreed commencement of the performance period, the payment obligation of the guest is at 80 % of the agreed arrangement price. If the guest does not claim the service without submitting a written cancellation, the payment

obligation of the guest will be reduced to 80 % of the value of the agreed Arrangement price.

- 5.8 The hotel will endeavour to rent the suites not used to other guests, if possible. If the hotel succeeds in renting the suites again for the agreed service period, the payment obligation under Items 5.2 to 5.4 is reduced to the amount by which the sum of the continuing payment obligation exceeds the proceeds from the new renting the price agreed upon with the Guest. A reduction is possible at a maximum up to the amount of the original payment obligation.
6. Prices / payments / set-off / assignment
- 6.1 The prices are determined by the price list of the hotel, that is applicable at the time of the service provision; they always apply, including the applicable statutory VAT. If a price was given in the booking confirmation, this price is authoritative. If the booking dates back more than 4 months, the hotel will adjust the price specified there accordingly but no more than 5%.
- 6.2 The hotel is entitled to request an advance payment or provision of a security on the part of the Guest at the time of the booking.
- 6.3 Invoices from the hotel are payable upon receipt without any deductions.
- 6.4 The Guest is only entitled to offset if the counter-claim upon which he bases his right is undisputed or if this claim had been established on a legally binding basis. The same applies to the exercise of rights of retention. The assignment of claims and rights of the Guest against the hotel to third parties is only allowed upon the written consent of the hotel.
- 6.5 Only Guests who use rooms/services of the hotel within the scope of their professional activities (business clients within Germany) have the option of entering into a credit agreement with the hotel after their creditworthiness has been checked. Invoices sent on the basis of these credit agreements are payable net within 14 days upon receipt. After this period, a written payment reminder will be sent out. After another 14 days, a second written reminder is sent, including default interest and a reminder fee of EUR 2,50. After another 7 days, a third written reminder is sent, including additional default interest and a reminder fee of EUR 5,00, with the advice that the claim will be assigned to a collection company if it is not paid immediately. The hotel reserves the express right to use the security deposit of the Guest for the payment of the claim.

7. Termination

7.1 The hotel may terminate the contract for cause. A cause is given in particular if

- advance payments in accordance with Item 6.2 are not made by the agreed date (if no date is specified, at the latest 30 days before arrival);
- force majeure, strike, business disruptions or other circumstances for which the hotel is not at fault or responsible make it impossible to fulfil the contract;
- events are booked with misleading or false information regarding material facts, such as the person of the Guest, the organiser or the purpose;
- the hotel has reasonable grounds to believe that the overnight stay/event may interrupt the smooth operation, threaten the safety or damage the reputation of the hotel in the public sphere without it being attributable to the sphere of control or organisation of the hotel;
- an illegal subletting of the rented rooms has taken place.

7.2 The hotel will inform the Guest promptly in writing that it exercises its right of termination. In the aforementioned cases of termination, the contracting partner is not entitled to compensation for damages. Any claims for damages or compensation on the part of the hotel remain unaffected.

8. Liability

8.1 Items or materials left in publicly accessible areas of the hotel building, including in technical facilities and conference rooms, are only deemed as brought in if they are expressly taken into care by an authorised employee of the hotel. In the suites, items that the Guest brings in are considered brought in. Liability is excluded for items that have not been brought in. For damage to or loss of items and materials that were brought in, liability of the hotel is limited to EUR 3.500,00; for money, securities and valuables, a cap of EUR 800,00 applies. Item 8.7 also applies to this claim for loss, destruction of or damage of an item. Items that the Guest leaves at the hotel building are only forwarded to the Guest on request and at the risk and expense of the Guest. The hotel undertakes to store such items for 6 months. After this time, the items, if they are of any obvious value, are given to the local lost property office. In all other cases, they are given to the finder against receipt. Any liability of the hotel is excluded.

- 8.2 The hotel endeavours to make wake-up calls with the greatest care. However, the hotel does not assume any liability for the consequences of failed wake-up calls. This also applies to the automatic wake-up computer.
- 8.3 If the Guest is provided with a parking space in the hotel garage or on a the hotel parking lot, including for a fee, this does not establish a safekeeping agreement. The hotel does not assume liability in the event that vehicles parked or manoeuvred on the hotel property are lost or damaged. The hotel has no monitoring obligation. Any damage must be reported to the hotel promptly. Item 8.6 applies mutatis mutandis.
- 8.4 Without prejudice to the provisions in Items 8.1 to 8.3, liability of the hotel for damage of any kind is excluded (contractual or tortious liability). This exclusion does not apply to
- damage caused by the hotel intentionally or through gross negligence;
 - in cases of slight negligence for damages resulting from an injury to life, limb or health as well as – subject to the provisions of Item 8.5 and Item 8.6 – for damages resulting from the breach of essential contractual obligations by the hotel. Essential contractual obligations are all obligations whose fulfilment facilitates the proper implementation of the contract.
- 8.5 In cases of a negligent breach of essential contractual obligations, the liability of the hotel – with the exception of injury to life, limb or health – is limited to typical contractual damage that is foreseeable for the hotel at the time of contract conclusion or at the time of the breach of the obligation. In this respect, any liability for damages that are exclusively attributable to the Guest's sphere of risk is excluded.
- 8.6 The Guest is obligated to report to the hotel any deficiencies promptly, at the latest on the day of departure. Any claims of the Guest must be asserted to the hotel within 14 days after the contractually provided termination of the service provision. After the expiration of this period, the Guest can assert claims only if he has been prevented from complying with the deadline through no fault of his own. Claims for damages on the part of the Guest due to slight negligence on the part of the hotel according to the above Items 8.4 and 8.5 are excluded if they are not asserted in court within a period of three months after the hotel or its insurer has rejected the claims with corresponding advice.
- 8.7 The above limitations of liability and exclusions of liability in Items 8.1 to 8.6 also apply to the liability of the hotel for its bodies, employees and agents as well as to the personal liability of the bodies, employees and agents of the hotel.
- 8.8 The aforementioned liability exclusions and limitations do not apply to claims under the Product Liability Act, insofar as liability is mandatory under this law.
- 8.9 Unless provided otherwise and mandatory by law, all liability claims arising from or in connection with the initiation, negotiation, conclusion and implementation of the

contract as well as all other statutory – including tortious – liability claims come under the statute of limitation one year after the day on which the service provision was terminated or should have been terminated according to contract.

9. Place of performance and jurisdiction, applicable law

9.1 Place of performance and payment is the place of business of CLIPPER.

9.2 In commercial transactions, i.e. if the Guest is a merchant, legal person under public law or a special fund under public law, the exclusive place of jurisdiction is the place of business of CLIPPER, including for disputes related to cheques and bills of exchange. This also applies in the event that the Guest who is a non-merchant meets the requirement of Section 38 (2) ZPO (Code of Civil Procedure) and has no general place of jurisdiction in Germany, relocates his domicile or usual place of residence from the Federal Republic of Germany; or if his domicile or usual place of residence is not known to the hotel at the time of the commencement of proceedings.

9.3 German law applies exclusively with the exclusion of the United Nations Convention on contracts for the International Sale of Goods (CISG).

10. Data protection

The hotel has the right to process and store or have processed and stored by third parties tasked by the hotel the Guest's data obtained in the context of the business relationship – even if provided by a third party – in compliance with the Federal Data Protection Act.