



ARIADNA APART HOTEL

ARIADNA APART HOTEL IN BERLIN GENERAL TERMS & CONDITIONS OF BUSINESS

Article 1 Scope

1 These General Terms & Conditions of Business (GTC) apply to all services provided by Fa. A. Müller (hereinafter referred to as "Ariadna") to the guest, the event organizer and other contract partners (hereinafter referred to as "contract partner") and will form an integral part of the contract concluded between Müller and the contract partner. These services consist, in particular, of allowing use against payment of hotel bedrooms and other rooms, e.g. for seminars, meetings, presentations, conferences, banquets and other events, the organization of cultural and sporting events and other programmes, the provision of specific measures in promotion of health and comparable offerings, as well as all associated further products and services of Müller. Müller shall be entitled to have its services performed by third parties.

2 These GTC apply to all forms of contracts with contract partners, such as hotel lodging, inclusive tour, contingent or event contracts concluded with Müller. The GTC shall also apply to all future business between Müller and the contract partner. The general terms and conditions of the contract partner shall not apply even if Müller fails to expressly reject those. Counter confirmations of the contract partner with reference to its general terms and conditions are hereby rejected.

Article 2 Conclusion of contract

1 In principle, the respective contract is binding upon explicit acceptance by Müller of the verbal or written request by the contract partner. Müller shall be free to accept the request in writing, verbally, in text form (email, fax) or de facto by providing the service.

2 Where the contract partner concludes a so called allotment contract, the contract partner shall be liable for all damage caused by the enduser and the contract partner will hold Müller harmless for all damages caused by the enduser.

3 Subor further letting of the rooms by the contract partner, or the complementary use of the rooms by third parties, as well as uses for purposes other than lodging, shall only be permitted if Müller has given its prior written permission. Upon request, Müller may, at its discretion, grant an exception in writing. The contract partner will hold Müller harmless for all damages caused by such third parties.

Article 3 Use, handover of rooms, checkout

1 Rooms are made available exclusively for the purposes of lodging.

2 The contract partner shall be liable towards Müller for all damage caused by its act, omission or negligence or by the act, omission or negligence of third parties who have received services from Müller in connection with a contract between Müller and the contract partner.

3 The Contract Partner shall have no right to use specific rooms. In case such rooms are not available, Müller shall inform the contract partner in due time and is entitled to offer equivalent rooms in a nearby hotel of the same category. Should the contract partner reject such offer, Müller has to refund all benefits received from the contract partner.

4 Booked rooms are available to the contract partner as from 2 pm on the day of arrival. Except where agreed otherwise, Müller shall be entitled to let booked rooms to others after 8 pm in case the contract partner does not show up in time, whereby the contract partner shall derive no rights or claims as a result hereof.

5. Rooms must be vacated at the latest by 12 pm on the day of departure. In case the rooms are not vacated in time, notwithstanding any losses thus incurred, Müller may charge the daytime room rate for the additional use of the room until 2 pm, and after 2 pm 100% of the full price of lodging (as mentioned in the applicable price list).

Article 6 Cancellation

1. Reservations of services to be provided by Müller are binding upon both parties to the contract. In the case of cancellation the contract partner has to pay an indemnity as follows: a) No indemnity is due by the contract partner if Lindner has received written cancellation 60 days (60 day included) before commencement of the service period

b) An indemnity is due in an amount of 50% of the value of the services ordered as long as Lindner has received the written cancellation from 59 to 30 days before commencement of the service period

c) An indemnity is due in an amount of 70% of the value of the services ordered as long as Lindner has received the written cancellation from 29 to 3 days before commencement of the service period

d) An indemnity is due in an amount of 90% of the value of the services ordered as long as Müller has received the written cancellation less than 3 days before commencement of the service period

1 The contract partner is authorized to prove that Müller has not incurred any damages or that lower damages have been incurred.

2 Insofar as Müller can provide the cancelled service to a third party within the agreed period, the amount due from the contract partner shall be reduced by the amount such third parties pay for the service cancelled, but with a maximum of the total amount due.

Article 7 Withdrawal / cancellation by Müller

1. Müller is entitled to withdraw / cancel the contract if

a) The contract partner fails to meet an obligation
b) Fulfilment of contract is impossible due to force majeure, strike or, generally, circumstances beyond Müller's control

c) The contract partner gives misleading or false information on significant matters

d) The contract partner uses the name of Müller in advertising materials without prior written permission

e) The contracted rooms are sublet in part or in full without Müller's written permission

f) Müller has justified reasons to believe that use of the hotel's services may jeopardize smooth business operations, safety, security or Müller's reputation in public.

2. Müller shall notify the contract partner that it is exercising its right of withdrawal / cancellation forthwith, at the latest within 14 days of learning the reasons. Dissolution of contract by Müller shall not constitute a ground for claims by the contract partner to damages or other compensation. Any right of Müller to restitution of any damages it incurs and of the expenditures it has made remain unaffected in the event of rightful cancellation of contract.

Article 8 Müller's liability, items brought in, statute of limitations

Müller shall only be liable for damages resulting from fraud or willful misconduct [or gross negligence]. By way of exception, Müller shall be liable for normal negligence in the event of damages due to breach of essential contractual duties. In such cases, liability is limited to the foreseeable losses typical to that type of contract; subject to the limits provided in articles §§ 701 ff of the German Civil Code:

- [Müller will not be liable for gross negligence];
- Müller will not be liable for death or physical injury;
- Müller will not be liable for damages suffered as a result of a, event of force majeure;
- Müller will not be liable for gross and / or intentional misconduct of its employees and / or agents; and
- any liability of Müller for consequential damages or indirect damages is excluded.

1 Disclaimers and limitations of liability apply accordingly to all companies engaged by Müller in fulfillment of its contractual duties, as well as their subcontractors and employees. They shall not apply if Müller has assumed a guarantee for the properties of any item or work or in the event of defects concealed with the intent to deceive.

2 In its capacity of custodian, Müller shall not be liable for all objects brought to the hotel by the Contract Partner, but only within the strict limits of articles §§ 701 ff of the German Civil Code. Müller shall not be liable for any deterioration, destruction or theft of those objects that can be imputed to the contract partner or people accompanying, visiting or serving him, that result from armed robbery or that result from the nature or defects of the object.

3 Müller's responsibility for all other cases than those exhaustively indicated above, shall be limited to the price paid by the contract partner for his reservation.

Müller does not accept any liability:

- for destruction or theft of vehicles parked on the hotel's premises,
- for services rendered by third parties to the contract partner, even if those services were organized by Müller,
- for damage, losses, expenses and any other sums which did not result from any breach of contract or other fault by Müller or, where Müller is responsible for them, of its employees, agents or suppliers.

7. The contract partner is must immediately report apparent damages or losses to Müller and at the latest on departure in order for his claim to be admissible.

8. If the contract partner left his property behind, the legal provisions in force relating to that matter will apply.

9. Items left behind by the contract partner shall only be forwarded at the request, risk and expense of the contract partner. Müller stores such items for 12 months and charges a reasonable fee for doing so. Insofar as the items have an apparent value, items will then be turned over to the local lost & found office.

10. All claims of the contract partner towards Müller in relation with the contract lapse after a period of one year, beginning with the end of the year in which the claim arose and the contract partner learned of the circumstances forming grounds for the claim, or should have learned of such grounds.

Article 9 Place of performance and payment, place of jurisdiction, side agreements, separability

1 Place of performance and payment for both parties is the place of business of the Müllers Hotel operation.

2 The contract and these GTC are governed by and must be construed and interpreted in accordance with German law.

The courts of Berlin have exclusive jurisdiction over any dispute arising out of or related to the contract and these GTC. Should any provisions of the contract, including these GTC, be invalid or unenforceable, this shall not affect the validity and / or enforceability of the remaining provisions. The parties shall replace such invalid provisions without delay by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid and / or unenforceable provision. The same applies if the contract should contain omissions.

Berlin, July 2012