

Orania.Berlin

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General Terms and Conditions for Hotel Accommodation Contracts

I. Scope

1. These terms and conditions ("Condition(s)") shall apply to all contracts of Orania.Berlin GmbH & Co. Hotel und Restaurant KG, Oranienplatz 17, 10999 Berlin, ("Hotel") for the rental use of Hotel rooms ("Room(s)") for lodging purposes, as well as all other goods and services rendered by the Hotel to its customer ("Customer") in this context ("Contract(s)").

2. Any subletting or renting of Rooms to a third party and/or any use of Rooms for other than lodging purposes requires the Hotel's prior consent in text form, whereby Section 540, para. 1, sentence 2 of the German Civil Code ("BGB") shall not apply unless the Customer is a consumer.

3. The Hotel does not accept any terms and conditions which deviate from these Conditions, including any general terms and conditions of the Customer, except if such terms and conditions have been expressly accepted by the Hotel.

II. Conclusion of Contract, Parties, Statute of Limitations

1. The Contract is entered into between the Hotel and the Customer. The Contract shall come into force upon the Hotel's acceptance of the Customer's offer. The Hotel may, at its discretion, confirm the Room reservation in text form.

2. Binding reservations can generally only be made within 6 months preceding the first day of stay (Binding Period). Unless expressly otherwise agreed, reservations received and confirmed outside of the Binding Period only

constitute non-binding pre-reservations which only become binding upon commencement of the Binding Period, and, until such time, can be cancelled by both the Customer and the Hotel freely and without any liability towards the respective other party.

3. Any claims against the Hotel shall generally become timebarred one year after the commencement of the statutory limitation period. Claims in damages shall become timebarred at the latest after five years. The foregoing shall not limit any longer limitation period under statutory law which may apply in the event of (a) fraudulent concealment of defects, (b) gross negligence or wilful misconduct, (c) the (i) death of, or (ii) personal injury to, or (iii) wrongful deprivation of personal liberty of, a natural person, caused by negligence or wilful misconduct, (d) guarantees of properties and/or (e) the right to withdraw from the Contract based on a breach imputable to the Hotel other than a defect.

III. Supplies and Services, Prices, Payment, Offsetting

1. The Hotel is obligated to make the Rooms booked by the Customer available and to render the services agreed. The Hotel's obligation to make the Rooms booked by the Customer available shall cease if the Customer fails to check in by 6 pm on the agreed arrival date, unless a later arrival has been expressly agreed or the Room has been fully paid in advance or the Customer has furnished a credit card guarantee securing the full Room fee in the event of nonarrival.

2. The Customer is obligated to pay the agreed or applicable Hotel prices for the Rooms provided and for other services received. This also applies to disbursements the Hotel may make with respect to third party services ordered by the Customer directly or via the Hotel.

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3. The agreed prices include all taxes and local taxes in effect at the time of the conclusion of Contract. This does not include locally levied taxes, which are owed by the Customer personally according to municipal law, such as visitor's tax. If the statutory value added tax is changed or if local taxes concerning the Rooms and/or services are newly introduced, changed or abolished after these have been contractually agreed upon, the prices will be adjusted accordingly. If the Customer is a consumer, this applies only to the extent that the Contract is consummated four months or more after it has been concluded.

4. In the event that the Hotel has agreed to make the Rooms available more than four months after the date of the conclusion of the Contract and its provision costs increase by more than 5% after the said date and prior to the Rooms being made available, the Hotel shall have the right to increase the price agreed by an amount equivalent to such increase by giving notice of such increase to the Customer no less than 4 weeks in advance. In such case the Customer shall have the right to withdraw from the Contract, provided that the Hotel receives the Customer's notice to that effect within two weeks from the date on which the Customer has received the notice of the price increase.

5. The Hotel can make its consent to the Customer's later request for (a) a reduction of (i) the number of Rooms or (ii) the Customer's length of stay, or (b) a change of the scope or nature of services of the Hotel subject to the condition that the price for the Rooms and/or for the other services is increased.

6. Hotel invoices not stating a due date are payable without deduction and due upon receipt. Upon any default of payment, the Hotel shall be entitled to demand the applicable statutory default interest which currently amounts to 8 %age points, or, in transactions with a consumer, 5 %age points, above the statutory base interest rate. The

Hotel reserves the right to claim damages for any additional loss it may establish.

7. The Hotel may require a reasonable advance or security, such as a credit card guarantee, from the Customer upon conclusion of the Contract. The amount and due date of the advance may be agreed in text form in the Contract. With respect to advance payments or a security for package tours, the statutory provisions shall apply and shall remain unaffected by the foregoing.

8. Furthermore, the Hotel may at any time, at the commencement of, or during, the Customer's stay, demand a reasonable advance or security for future claims under the Contract to the extent that this has not yet been provided in accordance with par. 7. Where the Customer's stay exceeds one week or the Hotel's accrued claims exceed € 1.000,00, the Hotel may issue immediately payable interim invoices.

9. The Hotel shall decide on acceptance of credit cards in each case in its free discretion. This shall also apply where the Hotel has published its general willingness to accept credit cards.

10. The Customer shall not be entitled to set off any of its claims against claims of the Hotel, except where the Customer's claims are undisputed or have been confirmed by a final court judgment. Unless the Customer is a consumer, the foregoing shall also apply to any right of retention under civil or commercial law, and in particular to any deductions from recurrent payments to the Hotel based on supposed defects. The foregoing exclusions shall not apply where claim and counterclaim are legally connected in such way that each obligation must only be fulfilled in consideration of fulfillment of the other and shall not limit Customer's claim for repayment of any amounts paid but not owed to the Hotel after such payment to the Hotel.

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IV. Cancellation by the Customer and Failure to Consummate the Contract (No Show)

1. Once a reservation has become binding (see clause II. No. 2), the Customer may only withdraw from the Contract if a cancellation right (a) has expressly been agreed, or (b) exists under statutory law, or if the Hotel consents to the withdrawal. The agreement of a cancellation as well as the consent to a withdrawal from the Contract shall be agreed in text form.

2. If the Hotel and Customer have agreed on a cancellation right which may be exercised up to a certain date, the Customer may withdraw from the Contract up to that date without incurring any liability. The Customer's cancellation right will expire, if it is not exercised in text form on or before the agreed date.

3. The Hotel shall remain entitled to the full compensation agreed in the Contract ("Room Rate") even if the Room is not used, unless the Customer has exercised a cancellation right under the Contract or statutory law or the Hotel has consented to a withdrawal. The Hotel must credit against the Room Rate (a) alternative income from renting the Room to a third party and/or (b) any reduction in its own cost due to the fact that the Room has not been used. If the Room is not rented to a third party, the Hotel, may, at its discretion, deduct cost savings on a liquidated basis as set forth hereinafter. In this case, the Customer shall pay at least 90 % of the Room Rate (excluding consumption charge) for lodging with or without breakfast as well as all-inclusive arrangements with contracted services. The Customer remains entitled to establish that the actual cost savings are higher than the aforementioned discounts.

V. Withdrawal by the Hotel

1. If the Hotel and Customer have agreed on a cancellation right of the Customer which may be exercised up to a certain date, the Hotel may also cancel the Contract until such date, provided that, after commencement of the Binding Period, the Hotel may only exercise such right if cumulatively a free cancellation right of the Customer has been agreed irrespective of the Binding Period, another potential customer expresses an interest to book the Room in question and the Customer fails to waive its cancellation right when requested to do so by the Hotel with reasonable notice.

2. The Hotel may also cancel the Contract if the Customer fails to provide an advance or security which has been agreed or requested in accordance with Sec. III par. 8 within a reasonable grace period set by the Hotel.

3. Moreover, the Hotel may also cancel the Contract for any other reasonable cause. Such cause shall, without limitation, be presumed to exist where:

- A force majeure event or other circumstances beyond the Hotel's reasonable control prevent the consummation of the Contract;
- The Customer culpably provides misleading or false information or conceals facts when booking Rooms or spaces, whereby in particular the identity and solvency of the Customer and the purposes of the booking are to be considered material;
- the Hotel has justified cause to believe that the respective use of the Hotel's Rooms or services may disrupt the operations of the Hotel or prejudice the Hotel's security or reputation, provided that the reasons therefore are not attributable to the Hotel's sphere of control and/or organization;

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- the Room is intended to be used for illegal purposes; and/or
- Sec. I par. 2 has been breached.

4. Where the Hotel cancels the Contract in accordance with the provisions hereinabove, it shall have no further liability to the Customer.

VI. Availability, Handover and/or Vacation of Rooms

1. The Customer is not entitled to demand a specific Room unless this has been expressly agreed. Even if the booking or reservation specify a particular room, the Hotel expressly reserves the right provide a different room of the same or a higher category, including without limitation, also a room in a different building, except to the extent that this option has been expressly excluded in the contract.
2. Rooms are available to the Customer from 3:00 p.m. on the agreed arrival date. The Customer is not entitled to any earlier availability.
3. Rooms must be vacated and made available to the Hotel no later than 12:00 p.m. on the agreed departure date. If the Room is vacated only after that time, the Hotel may charge 50 %, and after 6:00 p.m. 90 %, of the full accommodation rate (list price) for use of the Room in excess of what was agreed in the Contract. Such charge does not give rise to any contractual claim or entitlement of the Customer. The Customer remains entitled to establish that the Hotel's actual claim based on excessive use is lower than the aforementioned amounts.

VII. Liability of the Hotel

1. The Hotel shall be responsible to consummate its obligations under the Contract with due commercial diligence.
2. The Hotel shall be liable in damages, whether based on contract or any other legal

theory, only to the extent that the damage was caused by gross negligence or wilful misconduct imputable to the Hotel. In the event of death of a natural person or personal injury to the latter, the Hotel shall be liable also for slight negligence in accordance with

statutory law. In addition, the Hotel shall also be liable in accordance with statutory law for a slightly negligent violation of a fundamental duty under the Contract, but such liability shall be limited to such damage as the Hotel could have reasonably foreseen at the time of conclusion of the Contract. Fundamental duties as used herein comprises all duties which must be fulfilled by the Hotel in order to enable consummation of the Contract and the achievement of its purposes and fulfilment of which the Customer may reasonably expect in view of the content and purposes of the Contract. This in particular includes the obligation to make the Rooms available on time and in a state which does not endanger the life, limb or health of the Customer and/or any person accompanying the Customer.

3. Any limitations on the Hotel's liability agreed in the Contract or these Conditions shall apply also to the personal liability of the Hotel's officers, employees or agents.

4. Any mandatory liability arising from a guarantee of properties shall remain unaffected by this Sec. VII. This Sec. VII shall not be construed to shift the statutory burden of proof in any way.

5. Should disruptions or defects in the performance of the Hotel occur, the Hotel shall act to remedy such upon knowledge thereof or upon objection by the Customer made without undue delay. The Customer shall be responsible to reasonably mitigate or eliminate any disruption and/or damage resulting therefrom.

6. The Hotel shall be liable to the Customer for property brought into the Hotel in accordance with statutory provisions. The Hotel

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recommends the use of the Hotel or room safe. If a guest wishes to bring with him money, securities, stocks, bonds or valuables with a value of more than 800 EUR or other things with a value of more than 3,500 EUR, a separate safekeeping agreement is required.

7. Wake-up calls will be carried out by the Hotel with due diligence. Messages, mail, and merchandise deliveries for guests will be handled with due care. The Hotel will deliver, hold and, for a fee, forward such items (on request).

VIII. Sale of Goods

In the event that the Customer purchases goods from the Hotel in connection with its stay, and such goods are defective, the Customer may exercise its statutory remedies for repair or replacement, and, only where that fails or in other exceptional cases as provided for in statutory law, withdraw from the contract of purchase or demand a reduction in the agreed price. Such rights and claims shall be subject to a limitation period of one year, if the customer is a consumer two years, from commencement of the statutory limitation period. Except for the foregoing, all other Conditions shall also apply mutatis mutandis to such purchases.

IX General Provisions

1. Amendments of, and supplements to, the Contract, the booking confirmation and/or these Conditions should be made in text form. Unilateral amendments or supplements by the Customer are invalid.

2. The place of performance and payment shall be at the seat of the Hotel.

3. If the Customer is a commercial business, the courts having jurisdiction at the seat of the Hotel shall have exclusive jurisdiction over disputes in connection with the Contract including disputes relating to cheques or bills

of exchange. If the Customer fulfills the requirements of § 38, paragraph 2 of the German Code of Civil Procedure (ZPO) and does not have a domicile or residence in Germany or within the territorial scope of EC Regulation 44/2001, the courts having jurisdiction at the seat of the Hotel shall also have jurisdiction over disputes in connection with the Contract. The Hotel shall in any event remain entitled to take legal action against the Customer in the courts having general personal jurisdiction over the Customer.

4. The Contract shall be governed by, and shall be construed in accordance with, German law. The application of the UN Convention on the International Sale of Goods and German conflict of-law provisions are precluded.

5. Should individual provisions of these Conditions or the Contract be or become invalid or void the validity of the remaining provisions shall remain unaffected thereby.

The European Commission offers an online platform for dispute resolution which is available here:

<http://ec.europa.eu/consumers/odr/>. Under this link you will find the contact details of alternative dispute resolution entities:
<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.adr.show>.

We neither commit to, nor are we obligated to, use alternative dispute resolution entities to resolve disputes with consumers.

Berlin, May 2017