

GENERAL TERMS FOR EVENTS

I. Applicability

- 1) These general terms shall apply to contracts about the renting of conference, banquet and other event rooms of the Hotel for events, such as banquets, seminars, conferences, exhibitions, fairs, etc., and all related supplies and services of the Hotel.
- 2) An event organiser shall be whoever acts as a client to the Hotel. If this person is not the actual organiser, both the organiser and the authorised representative shall be liable as joint debtors.
- 3) Providing, especially subleasing, of the rooms or of another rental object and using them for job interviews, sales or similar events requires the Hotel's prior written approval. Should the Hotel grant approval, the event organizer must obligate any third parties he allows to use the rooms to adhere to the general requirements of the contract and these general terms and must notify third parties of the due diligence obligations, especially to treat the rental object with care.
- 4) General terms of the purchaser or organizer shall only apply if previously agreed to in writing.
- 5) Publications of any kind referring to the event location must be submitted to the Hotel for information in time. They require the Hotel's prior written permission.

II. Services, Prices, Payments, Offsetting

- 1) The Hotel must perform the agreed services.
- 2) The event organizer must pay the prices usually required by the Hotel for the agreed and otherwise claimed supplies and services. This also applies to supplies and services (including side services, such as consumption, telephone calls, etc.) to third parties.
- 3) The agreed prices include the respective VAT. Should the VAT rate for the contracted services increase or decrease after contract conclusion, prices will be adjusted accordingly.

Should the period between contract conclusion and event commencement exceed one year and should the price calculated by the Hotel for contractual services increase, the contractually agreed price may be appropriately adjusted, but increased by no more than 5%.

4) The Hotel may increase prices if communal duties (city taxes, culture taxes, visitor's taxes, etc.) are levied on events. However, price increases are limited to the costs of the above-stated duties.

5) If a usage fee has been set, it shall apply per event day and participant, unless other agreements are made.

6) The Hotel may demand advance payments of 100% of estimated total costs for the event, including all room rents and catering and, if necessary, hotel room costs. Other respective regulations require a special written agreement. Invoices of the Hotel must be paid immediately upon receipt without deductions—unless other payment methods were expressly agreed. The Hotel may assert accumulated claims as due at any time and demand their payment. In case of payment delays, the Hotel may charge interest above the base rate of 10% to companies and 5% to consumers. The Hotel retains the right to prove it incurred greater damages.

7) The organizer may only offset the Hotel's claims or exercise a right of retention through indisputable or legally established counterclaims.

III. Withdrawal by the Hotel

1) Should an agreed advance payment not be made on time, the Hotel may withdraw from the contract. Additionally, the Hotel may claim damages for non-fulfilment.

2) Furthermore, the Hotel may withdraw from the contract for justified reason, such as:

- Force majeure or other circumstances for which the Hotel is not responsible that make the fulfilment of the contract impossible or unreasonably difficult for the Hotel;
- Reserving event rooms under false or misleading pretences or facts, e.g., on the organiser or use of the rooms;

- Providing the Hotel with justified reason to believe that using the supplies and services of the Hotel may threaten the Hotel's operations, security or public prestige without being attributable to the domain or organizational entity of the Hotel;
- Violations of I. 3 of these general terms;
- The Hotel being closed;
- The customer providing the financial status information of Section 802c of the German Code of Civil Procedure (Zivilprozessordnung);
- The opening Insolvency proceedings over the customer's assets.

3) The organizer may not claim damages in case of justified withdrawal by the Hotel.

IV. Withdrawal by the Event Organizer (Cancellation)

1) The event organizer may only withdraw from the contract without charge if agreed to in writing. Otherwise, in case of cancellation, the Hotel may charge 90% of room rent for the event rooms and provision costs if no other renting is possible.

2) Should catering earnings have been agreed, they will be partially charged and as follows, in case of cancellation:

Should the organiser withdraw within 3 months before the event date, the Hotel may charge 30% of the agreed catering earnings.

Should the organiser withdraw within 3 to 2 months before the event date, the Hotel may charge 40% of the agreed catering earnings.

Should the organiser withdraw within 2 to 1 month before the event date, the Hotel may charge 50% of the agreed catering earnings.

Should the organiser withdraw within 5 working days before the event date, the Hotel may charge 70% of the agreed catering earnings.

Should the organiser withdraw less than 5 working days before the event date, the Hotel may charge 80% of the agreed catering earnings.

If no price has been agreed for the menu or buffet, the least expensive three-course menu or buffet of the respectively valid event offer shall be used. Saved expenses shall thereby be considered settled. The organiser shall retain the right to prove he incurred greater damages.

3) Should conference fees have been agreed, they will be partially charged as follows, in case of cancellation:

Should the organiser withdraw within 3 months before the event date, the Hotel may charge 30% of the agreed conference fees.

Should the organiser withdraw within 3 to 2 months before the event date, the Hotel may charge 40% of the agreed conference fees.

Should the organiser withdraw within 2 to 1 month before the event date, the Hotel may charge 50% of the agreed conference fees.

Should the organiser withdraw within 1 month to 5 working days before the event date, the Hotel may charge 70% of the agreed conference fees.

Should the organiser withdraw less than 5 working days before the event date, the Hotel may charge 80% of the agreed conference fees.

4) The organiser's payment obligations under IV 1) to IV 3) shall not apply if the organiser withdraws for a reason for which the Hotel is responsible.

V. Number of Participants, Changes to the Number of Participants and the Event Time

1) Changes by more than 5% to the number of participants registered by the purchaser or event organiser must be submitted to the administrative department of the Hotel in writing at least 7 days before event commencement to be recognised by the Hotel during invoicing. In case of further deviations, the originally registered number of participants minus 5% will be used.

2) Increasing the number of participants by more than 5% requires the Hotel's written permission. In case of an increase, the actual number of participants will be used for invoicing.

3) In case of deviations from the number of participants by more than 10%, the Hotel may change the reserved rooms if the size of the new rooms is appropriate for the last reported number of participants and the rooms are equipped adequately in comparison.

4) Should the agreed commencement and closing times of the event change without the Hotel's prior written permission, the Hotel may charge additional costs for providing its services, according to Section 315 of the German Civil Code (Bürgerliches Gesetzbuch), unless the Hotel is responsible for the change of times.

For events that last beyond midnight, the Hotel may charge an additional €50.00 plus VAT per service provider for each hour that has begun. The organiser shall be liable to the Hotel for all additional services for the event participants or third parties related to the event.

5) Exhibitions in the foyer or the lobby are not permitted. Displaying advertisements requires the Hotel's prior written permission.

VI. Bringing Food and Drinks

Only the Hotel may provide food and drinks for events. Exceptions must be agreed to in writing. In such cases, an amount covering the overhead costs ("corkage fee") will be charged. The event organiser shall be fully liable for ensuring the harmlessness to health of the food and drink he provides and shall release the Hotel from any third-party claims.

VII. Technical Facilities and Connections

1) Should the Hotel provide technical or third-party facilities for the event organiser at his request, the Hotel shall act in name of, with the power of attorney from and on the account of the organiser. The organiser shall be liable for diligent treatment and proper returns. He shall release the Hotel from any third-party claims from the use of these facilities.

- 2) Use of the organiser's own technical facilities or for his contracted third parties to use the Hotel's electricity requires the Hotel's prior written permission. The organiser shall be liable for any interruptions or damages to the Hotel's technical facilities caused by using these devices for which the Hotel is not responsible. The Hotel may invoice any resulting electricity costs.
- 3) Only with the Hotel's permission may the organiser use his own telephone, fax or data transmission devices. The Hotel may charge a connectivity fee.
- 4) To prevent interruptions of other events held at the same time, the customer must request the required frequencies from the Hotel's event technology department for wireless microphones or other transmission or receiving devices by stating the number of devices and the desired frequency.
- 5) No legal claim to the use of these frequencies within the Hotel premises exists.
- 6) Should overlaps with frequencies used by other tenants occur, specific frequencies will be assigned to the customer. The customer accepts this assignment and may only use the frequencies assigned to him. He shall be fully liable for any damages or subsequent damages resulting from violations of these obligations.
- 7) The Hotel permits a maximum volume of 80dB. Should this maximum volume be exceeded, the Hotel may cancel the event at any time. Exceptions shall only be granted by prior written permission of the Hotel.

VIII. Defects, Liability, Statute of Limitations

- 1) Should defects occur within the supplies or services of the Hotel or should the services be disrupted, the event organiser must reprimand them immediately upon discovery to provide the Hotel with the possibility to remedy the defects and restore the contractual characteristics of the supplies and services as soon as possible. Should the nature of the defect/disruption or other pressing reasons make this impossible or unreasonably difficult for the organiser, reprimands must be made by the time of the return of the rooms to the Hotel at the latest. The organiser must keep damages as low as possible.

2) Furthermore, for non-typical services, the Hotel's liability shall be limited to service defects resulting from intent or gross negligence by the Hotel. This shall especially apply to claims to promised characteristics and fault during contract conclusion.

3) The statute of limitations on claims by the customer for poor or non-performance or for other liability reasons of the Hotel shall be at least 6 months after the end date of the event according to the room rental contract—unless a shorter statute of limitations is required by law.

IX. Loss of or Damage to Items Brought by the Event Organizer, his Guests, Visitors, etc.

1) Exhibition or personal items brought by the event organiser, his visitors, guests, employees, etc., may be placed in the Hotel or the event room at the organiser's responsibility. The Hotel is under no monitoring or storage obligations. The Hotel shall assume no liability for the loss, destruction or damaging of these items, except for gross negligence or intent. Insurance for these items must be provided by the organiser.

2) Furthermore, except for cases of intent or gross negligence, the Hotel shall only be liable for violations of essential contract duties limited to the respective coverage sum of the business liability insurance.

3) Any decoration material must conform to fire safety and police requirements. The Hotel may request official certification. Due to the possibility of damages, items may only be attached to and displayed from walls and ceilings with the Hotel's prior written permission.

4) Any exhibition or other items and packaging brought by the organiser or participants must be removed by the organiser upon event completion. Should the organiser fail to meet his disposal obligations, the Hotel may perform the disposal and storage at the organiser's expense. Should items remain in the event room, the Hotel may charge the agreed room rent for the duration the items remain in the event room. The organiser retains the right to prove that lower, and the Hotel retains the right to prove that greater damages resulted.

5) If the customer received a parking space in the Hotel garage or on the Hotel parking lot, even if for a fee, no safekeeping contract shall be concluded. Likewise, the Hotel is under no monitoring obligations. The Hotel shall not be liable for the loss of or damage to vehicles on the Hotel premises or their contents. Any damages must be reported to the Hotel immediately.

X. Liability and Other Event Organizer Obligations

1) The event organiser shall be liable for any damages to the building or facilities of the Hotel caused by the event organiser, his employees, third parties related to him or participants or visitors. The Hotel may demand appropriate securities (e.g., insurance, deposits, guarantees, etc.) from the organiser to secure liability risks.

2) The organiser must ensure that any waste will follow the legal requirements for sorting and other disposal requirements and that any required room cleaning will be invoiced to the organiser.

3) Use of external security services requires the Hotel's prior written permission.

4) Should an event affect third-party rights (copyrights, etc.), the organiser must acquire the respective authorization prior to event commencement at his expense and directly cover any resulting fees (GEMA fees, etc.). Should fees or damage claims be asserted against the Hotel for the reasons stated, the organiser shall release the Hotel from any such fees or damage claims.

5) Photographs for commercial purposes may only be taken in the Hotel with its prior written permission.

6) Newspaper articles noting an event at the Hotel also require the Hotel's prior written permission.

XI. Final Provisions

- 1) Amendments to this event room rental contract or the general terms must be issued in writing to be effective.
- 2) The place of fulfilment and payment shall be Berlin.
- 3) The sole place of jurisdiction of any check and bill of exchange disputes shall be the court stated as the place of fulfilment in XI. 2). This court's competent jurisdiction shall also be agreed with the event organiser who meets the requirements of Section 38(1) of the German Civil Code and/or have no general place of jurisdiction within Germany (although, in the latter case, the Hotel may also, at its discretion, sue at the place of jurisdiction of the organiser abroad).
- 4) German law shall apply exclusively. The UN Sales Convention or conflict of laws shall be excluded.
- 5) Should individual clauses of this event room rental contract and/or these general terms prove invalid, the validity of the remaining clauses shall remain unaffected. Legal regulations apply otherwise.

GENERAL TERMS FOR PARKING GARAGES

Moonday Chausseestrasse GmbH

I. Rental Contract

With the receipt of a parking ticket and/or by driving into the parking garage, a rental contract for a vehicle parking space shall be concluded between the parking garage operator and the tenant according to the following terms:

Neither monitoring nor safekeeping shall be part of this contract. The parking garage operator shall assume no custody or special care duties for items brought by the tenant. This contract shall end with the tenant driving out of the parking garage.

II. Underground Garage Usage Terms

1. The tenant must practice the same care required when in traffic, especially the strict adherence to traffic rules, parking signs and notices and safety regulations. Instructions by the parking garage operator or his staff on safety or domiciliary rights must be followed. Otherwise, the regulations of the German Road Traffic Act (Straßenverkehrsordnung) shall apply.

Vehicles may only be parked within the marked parking spaces, but not on the spaces with signs indicating that they are permanently reserved. The parking garage operator may remove vehicles parked outside of these spaces, especially when parked on the traffic areas, at cost.

The parking garage operator may also remove the tenant's vehicle from the parking garage in case of danger.

Every tenant is recommended to carefully lock their vehicle after leaving it and to not leave valuables behind.

2. Opening hours can be found on the signs.

III. Safety and Regulatory Provisions

1. Vehicles may only be driven at walking pace in the parking garage.

2. Inside the parking garage, it is prohibited to:

- a) smoke or use fire;
- b) store items of any kind (especially tires, bicycles, etc.), raw materials or fire hazardous objects, such as empty raw material containers;
- c) fill vehicles with gasoline;
- d) test or leave engines running;
- e) park vehicles with leaking tanks or engines;

- f) introduce vehicles with liquefied gas containers or other comparable hazardous materials (these may be removed according to the respective regional regulations);
- g) remain in the parking garage for longer than required to park and remove one's vehicle;
- h) enter as an unauthorized person (e.g., skateboarders, sprayers, inline-skaters).

3. It is forbidden to repair, wash, internally clean or to drain the cooling water, operating materials or oil of one's vehicle and to leave behind waste or cause defilements of any kind in the parking garage.

4. Distributing advertisements in the parking garage is prohibited. Violations will be prosecuted under civil (e.g., removal costs) and criminal law.

IV. Rental Prices/Parking Duration

1. The rental price can be found on the currently valid fee list.

2. Vehicles may only be retrieved during opening hours by presenting the parking ticket and paying the fee. Should the tenant wish to remove his vehicle from the parking garage outside of the opening hours, he must refund any costs resulting from the special opening measures (time expenditure, mileage allowance, etc.) to the parking garage operator. These costs must be paid immediately when retrieving the vehicle.

3. The maximum parking duration shall be four weeks, unless agreed to otherwise in writing.

4. After the expiration of the maximum parking duration, the parking garage operator may have the vehicle removed at the tenant's expense if the tenant/vehicle owner was previously informed in writing of the two-week deadline without results or the vehicle's value obviously does not exceed the outstanding rent. The parking garage operator may claim the fees listed on the fee list until the removal of the vehicle.

5. Should the parking ticket be lost, at least the daily fee shall be charged, unless the tenant proves shorter or the parking garage operator proves longer parking times occurred. The parking garage operator may review the authorization for the use and retrieval of a vehicle. Authorization is provided, among others, by presenting the parking ticket. The tenant may provide other authorization.

6. Should the tenant fail to park his vehicle properly, i.e., not on the spaces marked for parking or on a reserved space, and proves apparently unwilling to immediately remedy the situation, the parking garage operator—irrespective of other damage claims or measures, according to the parking conditions— may have the vehicle towed. A removal fee will be charged. The tenant may demonstrate that costs were not incurred in this amount or were significantly lower.

7. Should the tenant's vehicle occupy more than one parking space, the parking garage operator may charge the full rent for the actual number of parking spaces used.

V. Parking Garage Operator Liability

The parking garage operator shall only be liable for damages that were demonstrably caused by him or his agents with intent or gross negligence. However, this liability limitation shall not apply to typical service areas. The tenant must immediately report such damages to the parking garage operator in writing. Damages should be reported to the parking garage operator's staff when exiting the parking garage. The parking garage operator shall not be liable for damages caused by other tenants or third parties. This shall especially apply to damages to, destruction of or theft from the parked vehicle or movable/installed objects from the vehicle (e.g., car radios, car phones, cell phones, personal valuables, computers, photographic equipment, sports equipment, etc.) or for items attached to the vehicle.

VI. Tenant's Liability

The tenant shall be liable for damages culpably caused to the parking garage operator by him, his agents, contractors or accompanying persons. He must report such damages to the parking garage operator before leaving the parking garage without solicitation. Among others, the tenant shall be liable for defilements of the parking garage, according to 3.3, and for cleaning costs, according to 3.4.

VII. Lien/Retention/Disposal Rights

1. The parking garage operator shall receive rights of lien and retention from his claims to permanent tenancy of the vehicle parked by the tenant.
2. The parking garage operator may also sell or auction vehicles or trailers without license plates after unsuccessfully informing the tenant/vehicle owner of the expiration of the maximum parking time. This shall also apply if the tenant/vehicle owner cannot be identified after taking reasonable measures. Should the tenant/vehicle owner be known to the parking garage operator, he shall be notified one week prior to the disposal of the vehicle. The tenant/vehicle owner may receive the earnings minus costs incurred and the rental interest accumulated until the removal date. Should the tenant/vehicle owner not assert his claim to the earnings within one year after the sale or auctioning of the vehicle, the parking garage operator may claim the earnings.
3. Irrespective of the rights in 7.1 and 7.2 of this contract, the tenant/vehicle owner shall be liable to the parking garage operator for any costs incurred.

GENERAL TERMS FOR USE OF THE SPA AREA

I. General

1. The SPA area of the Hotel includes the Turkish bath, the sauna, the swimming pool, the steam bath, the massage rooms and the fitness area. The general terms of the SPA area apply to all guests, visitors or other users. By entering the SPA area, these—and all other—requirements made to maintain operational security are recognized.
2. All facilities must be treated with care. In case of misuse, culpable defilements or general damages of any kind, the perpetrator shall be liable.
3. SPA area users must refrain from anything contrary to the maintenance of safety, orderliness and cleanliness.
4. Smoking is prohibited. Bringing food or drinks is forbidden.

5. Fragile containers, especially glass or porcelain, may not be used in the SPA area.
6. As SPA operator, the Hotel exercises domestic authority against all users. Guests who violate the general terms may be temporarily or permanently banned from the SPA area.
7. Items left behind must be submitted to the SPA area employees. Low-value items left behind will be disposed after one year if not claimed by the guest.
8. Guests may not bring or use musical instruments, audio playing equipment or other technical devices. Likewise, picture recordings, especially filming, are forbidden.

II. Opening Hours and Access

1. Opening and usage times of the SPA area are listed on the placard.
2. The Hotel may restrict use of the SPA area or parts of it at any time for operational reasons. This also applies to technical breakdowns of individual devices or equipment.
3. The following are prohibited from using the SPA area:
 - a) People under the influence of intoxicants
 - b) People with animals
 - c) People suffering from contagious diseases
 - d) People prone to seizures or fainting or who are mentally disabled may only use the SPA area when accompanied by a responsible person

III. Liability

1. Use of the SPA area occurs at one's own risk, irrespective of the Hotel's obligation to keep this facility in safe operating condition. Neither the Hotel nor its employed supervisors shall be liable for force majeure, coincidence or accidents caused by guests. This shall also apply to other defects that cannot be recognised immediately, despite exercising regular care.
2. Liability for valuables, cash and property damages shall follow legal stipulations.

IV. Special Regulations

1. Children and adolescents up to 12 years of age may only use the SPA areas when accompanied by an adult. For use of the sauna, this regulation shall apply until completion of one's 18th year of age.
2. The facilities of the SPA area may only be used after thoroughly cleaning one's body. Using soap or other cleansing products outside of the shower rooms is not permitted.
3. After applying salt or honey peelings, one must thoroughly wash his body.
4. Barefoot areas, shower rooms, the Turkish bath and the swimming and sauna areas may not be entered when wearing street shoes.
5. The SPA area may only be entered when wearing bath slippers.
6. Use of the pool is only permitted when wearing appropriate swimwear. The steam bath may only be used in the nude.
7. Fighting or ball games and the throwing of objects is not permitted.
8. Doing laundry, toning or dying hair or having manicures or pedicures is not permitted, even in the shower and changing areas.

V. Swimming Pool, Steam Bath and Sauna

Stretchers and seats may only be used with appropriate coverings. No own bathing essentials may be used in the sauna area. People in the special (labeled) quiet areas may not be disturbed. The sauna must be kept quiet.

VI. Fitness Area

1. Exercising in the fitness area is only permitted when wearing clean sportswear and adequate sports shoes.
2. Exercising with weights may only be done within the dumbbell area.
3. The fitness area may not be entered with wheeled means of transportation, unless they are used to offset physical handicaps.

4. Users must be considerate of each other. The supervising staff may restrict the length of use for individual exercise machines, e.g., to provide equal shares of use during rush hours.

5. Known health restrictions that could present health risks when using the exercise machines must be reported to the supervisor before using the machines. If in doubt whether the use of the machines may entail health risks, the supervisor may restrict or forbid use if no exercise clearance certificate is presented.

6. A €12.00 fee will be charged for use of the SPA area if use of the SPA area is not included in the room price. The Hotel guest may also participate in all courses at the fitness area. In addition to I. 6., the supervisors shall help ensure adherence to this regulation. Therefore, their instructions must be followed.

VII. Place of Jurisdiction

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VIII. Severability Clause

Should a regulation of these general terms prove invalid, the validity of the remaining regulations shall remain unaffected. Otherwise, legal stipulations apply.

GENERAL TERMS AND CONDITIONS FOR ACCOMMODATION

I. Scope of Application

1. These general terms and conditions apply to contracts governing the rental use of hotel rooms for accommodation purposes, as well as all further services and deliveries provided by the hotel to the customer (hotel accommodation contract). The term “hotel accommodation contract” includes and replaces the following terms: “accommodation contract”, “guest accommodation contract”, “hotel contract” and “hotel room contract”.

2. These general terms and conditions shall apply exclusively. The hotel does not recognise any contradictory, deviating or supplementary terms and conditions of the customer unless the hotel has expressly agreed to them in writing. These general terms and conditions

also apply where the hotel, with knowledge of the customer's business terms and conditions, provides services to the customer without reservation.

II. Conclusion of the contract

1. The contract enters into force upon acceptance of the customer's request. The hotel may confirm the room reservation in writing.
2. The prior written consent of the hotel is required for the underletting or further letting of the supplied rooms and the use of such rooms other than for the purpose of accommodation.
3. If the customer's reservation is made by a third party, the third party and the customer are jointly and severally liable to the hotel.

III. Services, prices, payment, setting off claims

1. The hotel shall make the room booked by the customer available and render the services agreed.
2. The customer shall pay the applicable or agreed hotel prices for the provision of the room and all other services used by the customer. This also applies to services requested by the customer and expenses rendered by the hotel to third parties.
3. The hotel may consent to a subsequent reduction in the number of the customer's reserved rooms, hotel services or duration of residence conditional on an increase in the price for the room/rooms and/or the other hotel services. Agreements to amend the contract must be made in writing.
4. The agreed prices include the statutory value added tax applicable at the time. If the turnover tax applicable to the contractual services is increased or reduced after the contract is made, the prices will be adjusted accordingly. If the contract is made more than four months before the contract is performed and the price charged by the hotel for such services is generally increased, the hotel may increase the contractually agreed price appropriately, at a maximum of 5%.

If local taxes relating to the subject matter of the service are introduced, changed or abolished, the prices will be adjusted accordingly.

5. The hotel's invoices are due for payment immediately upon receipt of the invoice without any deduction, unless other payment terms have been expressly agreed. The hotel is entitled to make accrued amounts receivable due at any time and to demand immediate payment. In the event of payment default, the hotel is entitled to demand default interest in the amount of 9% above the base rate, or 5% above base rate for consumers. The hotel reserves the right to prove that it has incurred higher losses.
6. Where justified (e.g. in the event of payment default by the customer or an extension to

the scope of the contract), the hotel is entitled to demand an increase in the advance payment agreed in the contract or a higher security deposit in the amount of the expected accommodation costs.

7. The hotel is also entitled to demand an appropriate advance payment or security deposit from the customer at the beginning of and during the customer's stay if such a payment has not already been made under the above provisions.

8. The customer may only offset or reduce a claim by the hotel against an undisputed or legally binding claim.

IV. Provision, handover and return of rooms

1. The customer does not acquire the right to be given particular rooms unless this was expressly agreed in writing.

2. If extra/additional beds are provided, the room price increases by €...

3. Reserved rooms are available to the customer from 15:00 on the day of arrival. The customer is not entitled to earlier availability. According to availability, guests arriving before 15:00 may move into their rooms as soon as this is possible.

4. At the latest, rooms must be vacated by 12:00 on the agreed departure date. After this time, the hotel may charge 50% of the agreed room price for the additional use of the room until 18:00 and 90% after 18:00. The hotel reserves the right to assert any further claims for compensation. Customers may deposit their luggage in the luggage room until departure.

V. Non-utilisation of hotel services, cancellation by the customer (Reversal, revocation)

1. The customer may only rescind the contract with the hotel if a right of cancellation has expressly been agreed in the contract, another statutory right to rescind the contract exists, or the hotel consents to the annulment of the contract in writing. Without the hotel's consent, the customer is obliged to pay 90% of the price that was contractually agreed for the accommodation, with or without breakfast. The customer is entitled to prove that the abovementioned claim did not arise or did not arise in the amount claimed.

2. If the hotel and the customer have agreed a date by which the customer is entitled to rescind the contract without charge, the customer may withdraw from the contract until then without giving rise to any claims for payment or compensation on the part of the hotel. The customer's right to rescind the contract expires if the customer fails to exercise this right by the agreed deadline.

3. In the case of group bookings for 9 or more persons, there is no charge for cancellation up to 56 days before the arrival date. If the cancellation is effected up to 52 days before the

arrival date, 50% of the accommodation or booking price is due; if the cancellation is effected up to 28 days before the arrival date, 70% of the same is due.

If the reservation is for more than 200 nights' accommodation, the above deadlines are extended by a respective 5 days.

4. Services provided by third parties and special services (e.g. bookings, tickets, cakes, flowers etc.) rendered useless through the revocation must be paid for in full by the customer.

VI. Cancellation by the hotel

1. In the event both parties agreed that the customer should have a right to rescind the contract without charge within a particular period, the hotel is likewise entitled to rescind the accommodation contract within the defined deadline if there is demand from other customers for the rooms in question.

2. If an agreed advance payment or an advance payment demanded on the basis of these general terms and conditions is not paid on time, the hotel is likewise entitled to rescind the contract. In addition, the hotel may assert claims for compensation against the customer.

3. The hotel is entitled to rescind the contract with immediate effect if, for example:

- Force majeure and other circumstances for which the hotel is not responsible render the fulfilment of the contract impossible;
- Rooms and areas are reserved providing misleading or false information in relation to facts that are material to the contract e.g. the identity of the customer or the purpose of the customer's stay;
- The hotel has reason to believe that the use of the hotel's services could endanger the smooth running, security or reputation of the hotel that is not attributable to the management or organisation of the hotel;
- The purpose of or reason for the stay is illegal;
- There is a breach of clause II (2) of these standard terms and conditions of business;
- The hotel is closed;
- The customer has provided information pursuant to a financial status enquiry;
- Insolvency or composition proceedings in relation to the customer's assets have been commenced.

The justified cancellation of the contract by the hotel shall not found any compensation claim for the customer.

VII. Hotel liability

1. The hotel is liable for its obligations under the contract. The customer's rights to compensation for loss are excluded. This does not include losses arising from death, personal injury or injury to health where the hotel is responsible for a breach of duty, other losses caused by an intentional or grossly negligent breach of duty by the hotel, or losses caused by an intentional or negligent breach of typical contractual duties of the hotel. Breaches of duty by the hotel include those of its statutory representatives or agents. If failures or defects in the hotel's services arise, the hotel shall seek to remedy these when it becomes aware of them or at the customer's immediate request. The customer undertakes to use reasonable efforts to help to remedy the failure and to ensure that damage is kept to a minimum.
2. The hotel is liable for items brought onto the hotel premises in accordance with statutory provisions. Money, securities and valuables may be kept in the hotel safe or room safe. The hotel recommends that advantage be taken of this opportunity. If the customer wishes to bring money, securities or valuables with a value of more than 800 EUR or other items with a value of more than 3,500 EUR into the hotel, a separate storage agreement with the hotel is required.
3. The provision of a parking space in the hotel garage or the hotel car park, irrespective of whether or not a fee is paid, does not constitute a storage agreement. Except in the case of intention or gross negligence, the hotel is not liable for the loss of or damage to vehicles and their contents on hotel property. For the exclusion of the customer's rights to compensation, the provisions of clause VII (1) of these general terms and conditions shall apply accordingly.
4. Wake-up services are carried out by the hotel with the utmost care. For the exclusion of the customer's rights to compensation, clause VII (1) of these general terms and conditions shall apply accordingly. Care is taken when sending messages, post and goods for guests. The hotel will accept receipt of and store the same and - upon request and for a charge - forward these.
5. All claims against the hotel shall, in principle, become time-barred one year after the beginning of the usual period of limitation pursuant to §199 (1) of the German Civil Code (BGB), subject to knowledge of the claim concerned.

Regardless of knowledge, claims for compensation shall become time-barred five years after the event causing the loss. The reduction of limitation periods does not apply to claims based on an intentional or grossly negligent breach of duty by the hotel or its agents or to claims based injury to life, body, or health.

VIII. Liability of the customer

The customer undertakes to pay a contractual penalty of € 100 to the hotel if the customer smokes in the hotel.

IX. Use of other hotel facilities

1. If the hotel guest uses a parking space in the hotel garage or hotel car park, irrespective of whether or not a fee is paid, no storage agreement has been agreed. In the event of the loss of or damage to vehicles and their contents on hotel premises, the hotel shall not be liable except in the case of intention or gross negligence. Clause VII (1), sentences 4 to 6 shall apply to the exclusion of compensation claims accordingly. Otherwise, the general terms and conditions for the hotel garage shall apply.
2. The spa and fitness area is available for use by hotel guests in accordance with the general terms and conditions for the spa and fitness area.
3. A luggage service is available to hotel guests. A fee in the sum of € ... is charged per person and ... pieces of luggage.

X. Final provisions

1. Any amendments or supplements to these general terms and conditions for accommodation in the TITANIC Chaussee Berlin must be made in writing. This shall also apply to the removal of the requirement for writing. Unilateral amendments or supplements by the customer are ineffective.
2. The place of performance and place of payment is Berlin.
3. The exclusive place of jurisdiction for commercial dealings – including in relation to disputes concerning cheques and bills of exchange – is Berlin. If a contracting partner fulfils the conditions of § 38 (2) of the German Rules of Civil Procedure (ZPO) and does not have a general place of jurisdiction in Germany, Berlin shall be the place of jurisdiction.
4. German law applies exclusively. The application of UN Convention on Contracts for the International Sale of Goods and the German conflict of laws principles are excluded.
5. If individual provisions of these standard terms and conditions of business for hotel accommodation become ineffective or invalid, the validity of the remaining provisions shall not be affected thereby. Otherwise, statutory provisions apply.