

GENERAL TERMS AND CONDITIONS FOR HOTEL ACCOMMODATION CONTRACTS

I. SCOPE

1. These terms and conditions govern contracts for the rental use of hotel rooms for lodging purposes, as well as all other goods and services rendered by the hotel to the customer in this context (Hotel Accommodation Contract). The term "Hotel Accommodation Contract" comprises and replaces the following terms: accommodation, lodging, hotel, hotel room contract.
2. The hotel's prior consent in written form is required if rooms provided are to be sublet or rented to a third party, or used for other than lodging purposes, whereby section 540, para. 1, sentence 2 German Civil Code (BGB) is waived insofar as the customer is not a consumer.
3. The customer's general terms and conditions shall apply only if these are previously expressly agreed in writing.

II. CONCLUSION OF AGREEMENT, PARTIES TO THE AGREEMENT AND PERIOD OF LIMITATIONS

1. The contract shall assume validity once the customer's request is accepted by the hotel. The latter shall be at liberty to confirm a room booking in writing.
2. The contractual parties shall be the hotel and the customer. If a third party has ordered for the customer, then the first shall be jointly and severally liable towards the hotel together with the customer as the co-debtor for all obligations from the hotel accommodation agreement provided that the hotel is in possession of a declaration of the third party.
3. Any claims against the hotel shall generally be time-barred one year after the commencement of the general statute of limitations period. Damage claims shall be time-barred after five years, independent of knowledge insofar as they are not based on claims arising out of death, injury to the body, health or liberty. These damage claims shall be time-barred after ten years, independent of knowledge. The reduction of the statute of limitation periods shall not apply for claims which are based on an intentional or grossly negligent breach of obligation by the hotel. These damage claims become time-barred in ten years. The reduction of the statute of limitations period shall not apply for claims based on an intentional or grossly negligent breach of duty on the part of our hotel.

III. SERVICES, PRICES, PAYMENT, OFFSETING

1. The hotel commits to provide the hotel rooms and other agreed services ordered by the customer.
2. The customer commits to pay the prior to the stay agreed or else prevailing prices for the hotel room and other goods and services made use of. This shall also apply to goods and services used by those accommodated in the hotel on the basis of this agreement and/or in connection with the contractually agreed accommodation of guests, visitors etc. of those accommodated. The prices as agreed are inclusive of value added tax as regulated by law. If the VAT increases by the date of the provision of services, the respectively agreed prices are amended accordingly. The hotel is entitled to charge the VAT increase subsequently.
3. The hotel can make its agreement to the customer's later request for a reduction of the

number of reserved rooms, services of the hotel or the customer's length of stay dependent upon the increase of the price for the rooms and/or for the other services.

4. Hotel invoices not showing a due date are payable and due within ten days of receipt of the invoice without deduction. The hotel shall be entitled at any time to make accumulating accounts receivable payable and due and to demand payment without undue delay. With the default of payment, the hotel shall be entitled to demand the respectively applicable statutory default interest in the amount of currently 8 % or, with legal transactions with a consumer, in the amount of 5 % above the base interest rate. The hotel reserves the right to prove greater damage.

5. The hotel is entitled to require a reasonable advance payment or security deposit from the customer upon conclusion of the contract in the form of a credit card guarantee, an advance payment, etc. The amount of the advance payment and payment dates may be agreed in text form in the contract. With advance payments or security deposits for package tours, the statutory provisions shall remain unaffected.

6. In justified cases, e.g. the customer's default in payment or expansion of the scope of the contract, the hotel shall be entitled, also after the conclusion of the contract up to the commencement of the stay, to demand an advance payment or security deposit within the meaning of the above-mentioned no. 5 or an increase of the advance payment or security deposit agreed in the contract up to the total agreed remuneration.

7. Furthermore, the hotel shall be entitled, at the commencement and during the customer's stay, to demand a reasonable advance payment or security deposit within the meaning of the abovementioned no. 5 for existing and future accounts receivable from the contract, insofar as such has not already been paid pursuant to the above-mentioned no. 5 and/or no. 6.

8. The customer may only set-off or reduce or clear a claim by the hotel with a claim which is undisputed or decided with final, res judicata effect.

IV. WITHDRAWAL OF THE CUSTOMER (CANCELLATION, ANNULMENT)/FAILURE TO USE HOTEL SERVICES (NO SHOW)

1. A cancellation of contract on the part of the customer requires the hotel's consent in writing. If any right of cancellation granted has not been exerted within the term agreed, then the right shall have become extinct on expiry of the term and the agreement shall remain in full force with the consequence that the customer must pay the agreed consideration even if the client does not avail of the contractual services.

2. If a date for cancellation of the agreement has been agreed upon in writing by the hotel and the customer, the latter may rescind the contract until the agreed date without giving rise to payment or damage claims on the part of the hotel. The customer's right of rescission expires if he does not exercise his rescission right in writing to the hotel until the agreed date.

3. If rooms are not used by the customer, the hotel must credit the income from renting the rooms to other parties and also for saved expenses. If the rooms are not otherwise rented, the hotel can demand the contractually agreed rate and assess a flat rate for the saved expenses of the hotel. In this case, the customer is obligated to pay at least 90 % of the contractually agreed rate for lodging with or without breakfast, 70 % for half-board and 60 % for full-board arrangements. The customer is at liberty to show that the above-mentioned claim was not created or not created in the amount

demanded.

V. WITHDRAWAL OF THE HOTEL

1. If it was agreed in writing that the customer can withdraw from the contract at no cost within a certain period of time, the hotel is entitled for its part to withdraw from the contract during this period of time, if inquiries from other customers regarding the contractually reserved event rooms exist and the customer, upon inquiry thereof by the hotel, does not waive his right of withdrawal.

2. If an agreed advance payment or an advance payment or a security demanded pursuant to clause III subclauses 4 and/or 5 is not made even after a reasonable grace period set by the hotel has expired, then the hotel is likewise entitled to withdraw from the contract.

3. The hotel is entitled to withdraw from the agreement for objectively justified reasons, in cases such as the following:

- if the fulfilment of the agreement is rendered impossible by force majeure or by other circumstances not within the responsibility of the hotel;
- if the booking of a room or a space was accompanied by misleading or incorrect statements of important facts, e.g. in respect of the person of the customer or the purpose of the event;
- the hotel has justified cause to believe that use of the hotel's services might jeopardize the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel's sphere of control or organization;
- the purpose or the cause of the stay is illegal;
- there is a breach of the above-mentioned clause I subclause 2.

4. If the hotel cancels the agreement for a justified reason, then the customer shall not be entitled to receive damage compensation.

VI. ROOM AVAILABILITY, DELIVERY AND RETURN

1. The customer does not acquire the right to be provided specific rooms insofar as this is not expressly agreed.

2. Reserved rooms are available to the customer starting at 3:00 p.m. on the agreed arrival date. The customer does not have the right to earlier availability.

3. Rooms must be vacated and made available to the hotel no later than 12:00 noon on the agreed departure date. After that time, on the grounds of the delayed vacating of the room for use exceeding the contractual time, the hotel may charge 50 % of the full accommodation rate (list price) for the additional use of the room until 6:00 p.m. and after 6:00 p.m. 100 % of it. Contractual claims of the customer shall not be established hereby. The customer is at liberty to prove that the hotel has no or a much lower claim for charges for use of the room.

VII. LIABILITY OF THE HOTEL

1. The hotel is liable for the performance of its obligations arising from the contract. Claims of the customer for reimbursement of damages are precluded except for such which result from death, injury to body or health and the hotel is responsible for the breach of the obligation, other damage which is caused by an intentional or grossly negligent breach of obligation and damage which is caused from an intentional or negligent breach of obligations of the hotel which are typical for the contract. A breach of the obligation of the hotel is deemed to be the equivalent to a breach of a statutory representative or vicarious agent. 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 obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage to a minimum.

2. The hotel is liable to the customer for property brought into the hotel in accordance with the statutory provisions. Accordingly, the liability is limited to one hundred times the room rate but, however, a maximum amount of € 3,500 and, in deviation, for cash, securities and valuables, a maximum amount up to € 800. Cash, securities and valuables up to a maximum value of € 5,000 may be stored in the hotel safe or room safe. The hotel recommends that guests make use of this possibility.

3. If a parking space is provided to the customer in the hotel garage or a hotel parking lot, this does not constitute a safekeeping agreement, even if a fee is exchanged. The hotel assumes no liability for loss of or damage to motor vehicles parked or manoeuvred on the hotel's property and the contents thereof, except for cases of intent or gross negligence. For the preclusion of damage claims of the customer, the regulation of the above-mentioned no. 1, sentences 2 to 4 supra shall apply respectively.

4. Wake-up calls are carried out by the hotel with the greatest possible diligence. Messages, mail, and merchandise deliveries for guests shall be handled with care. The hotel will deliver, hold, and, for a fee, forward such items (on request). For the preclusion of damage claims of the customer, the regulation of the above-mentioned no. 1, sentences 2 to 4 supra shall apply respectively.

VIII. FINAL PROVISIONS

1. Any amendments or additions to the agreement for the letting of function rooms or to the General Terms and Conditions need to be made in written form in order to be valid. Unilateral changes or additions made by the customer do not apply.

2. Place of performance and of payment is the registered office of the hotel.

3. The hotel's headquarters is the venue of exclusive jurisdiction for commercial transactions including claims filed with regard to cheques and bills of exchange.

4. German law shall apply. The appliance of the UN sales law and the conflict law is excluded.

5. Should separate provisions of these General Terms and Conditions of Business for Events be or become ineffective or impracticable in full or in part, the validity or practicability of the remaining provisions of these conditions are not affected thereby. In all other respects, statutory provisions shall apply.

Novina Hotels

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