

**General Terms & Conditions of Business, Performance & Payment for customers of German Travel Board GmbH, hereinafter referred to as "GTB", Graf-Adolf Platz 13, 40210 Düsseldorf, Germany**

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**1.) Conclusion of the contract**

1.1 By the request the customer makes a legally binding offer to GTB to conclude a contract. The customer is bound to his request for two weeks.

1.2 The agreement comes into force upon written confirmation by GTB.

**2.) Subject matter of contract**

2.1 The customer and GTB enter into an accommodation agreement concerning the provision of lodging (and board) including additional services connected thereto which GTB reserves and/or books with the hotel in its own name and for its own account on behalf of the customer. Under the contract GTB commits themselves subsequently to book the rooms in its own name and to make them available to the customer. GTB is authorised, to allocate these rooms from an existing contingent.

2.2 The exclusive purpose of this contract is to provide availability of rooms for the participation of the customer to exhibitions. The demand of hotel rooms surpasses the offer of hotel rooms during the exhibitions. Therefore the single accommodation establishment is not the purpose of the contract but the distance to the fairgrounds and the quality characteristics of the hotel.

2.3 The settlement of payment for the performances rendered by GTB in carrying out such reservations/bookings for the customer shall be effected exclusively by or through GTB. The service of GTB will only be placed at the disposal, if security deposit of 100 % of the full price is paid. Only if the deposit is paid in full, GTB will book the service with the service provider binding.

2.4 Alterations or deviations which effect the agreed subject matter of contract in accommodation shall be allowed, if they should become necessary after the conclusion of the agreement and if GTB has not acted against the principle of good faith. This requires that the alterations or deviations are not substantial and do not affect the booked services in its entirety. GTB is therefore entitled to the following reasons, to accommodate the customer in an accommodation establishment of a comparable or superior grade. The acceptance of the customer for the replacement hotel is obligatory, if - the accommodation company illegally refuses to provide the rooms.

- according to the association of Creditreform (registered association) the solvency index of the accommodation establishment deteriorated after the conclusion of the contract or at impending bankruptcy.

- the accommodation establishment closes down or resigns.
- the operator of the accommodation establishment changes.
- a necessary written or oral contact with the accommodation establishment, e.g. for contract conclusion or transmission of the list of participants, is not possible for at least 6 days or
- there is another important reason that hinders or prevents GTB to provide the customer with the due services free of defects. Supplemental costs for the replacement hotel are to the charge of GTB. The hotel is considered as equal, if the distance to the fairgrounds with a deviation of 12 km (shortest distance per car) is equal and the accommodation are of the same quality. GTB is entitled to perform in part. The customer accepts this as contractual performance. Eventual warranty claims of the customer shall remain unaffected by this, if the amended services should be faulty. In the event of a service alteration or deviation, GTB shall inform the customer without delay. In case of an alteration to a substantial performance, the customer is entitled to withdraw from the 2 accommodation contract or can request the accommodation in a not less than equivalent house if GTB is in a position to offer such a hotel from its range of offers without any additional cost to the customer. The customer has to claim these rights without any delay after the declaration from GTB concerning the service alterations.

2.5 The scope of services to be rendered under the agreement ensues in principle from the binding booking confirmed by GTB. Alterations and supplementary agreements which affect the scope of performance must be in writing or text form. This also applies for the invalidation of the requirement of written or text form for changes and additions. GTB accepts no liability for such services that the customer agrees directly with the hotel.

### **3.) Prices, terms of payment, event of default**

3.1 The prices agreed between GTB and the customer and charged by GTB are final prices including value added tax. They cover only such services as have been contractually agreed (accommodation, breakfast etc.). The remuneration due to GTB for additional services (for example parking, service, for providing food, service, transfer etc.) has to be charged separately. The value added tax included in the final price is to be shown separately. This provision does not apply where a relevant, separately written agreement has been concluded with the customer. The partial payments laid down in the binding booking confirmed by GTB have to be paid by the customer when due. The deadline is only kept if the invoiced amount is credited to GTB at latest on the day the deadline expires. § 193 BGB does not apply. So if a declaration of intent is to be made or an act of performance to be done on a particular day or within a period, and if the particular day or the last day of the period falls on a Sunday, a general holiday officially recognised at the place of the declaration or performance, or on a Saturday, the next working day takes not the place of this day. The partial payments are to be paid in advance and are constituted as a security payment. In order to secure eventual claims for damages, GTB reserves the right to request a security payment from the customer which is equal to 150 % of the total amount of the booking. In individual cases, GTB and the customer may agree on a security payment which exceeds 150 % of the total amount of the booking. GTB reserves the right to reject

payment by credit card in individual cases. After the use of the service GTB have to make out a final invoice. The invoice amount is payable to GTB within 14 days of receipt.

3.2 The customer is committed to pay a 100% guarantee/security payment directly after a booking. If several payment dates and several partial amounts are specified, GTB allows a delay of payment until the notified dates for the payments to arrive on the account. GTB may at any time and in its sole discretion to cancel die moratorium. The complete amount of booking is due immediately for payment, if a customer is behind schedule for payment or if the solvency index at the Creditreform Association declines or the request for a credit insurance for the claim of GTB against the customer is refused. If the customer is in default with the settlement of an agreed partial payment or any other agreed payment-obligation, GTB is also entitled to withdraw from the contract and to claim an individually agreed cancellation fee. But this fee amounts to at least 25% of the total amount of the booking.

3.3 GTB is entitled to offset any payment by the customer with all outstanding claims.

3.4 If GTB claims damages for non-fulfilment, these damages are to be determined taking into account the usual cost-savings and the usual possible earnings from the diverted use of the booked services and performances. Instead, GTB is entitled to claim a lump compensation fee in accordance to 6.).

#### **4.) Price alterations**

4.1 If the generally price for the services provided by GTB increases, the price as agreed upon can be raised adequately, not exceeding a 10% increase. In contracts with consumers this is not possible if the price increases within four months after the conclusion of the contract.

4.2 GTB is entitled to alter the prices agreed in the confirmed booking if the accommodation costs are increased by the hotel with which GTB made the booking on behalf of the customer. The prices can be altered to take account of the effect of the rise in accommodation costs on the number of rooms booked. In contracts with consumers this is not possible if the costs increase within four months after the conclusion of the contract.

4.3 In the event of a subsequent price alteration or any alteration to a substantial service or performance, the customer shall be informed without delay as soon as such a change becomes known. Where prices rise by more than 10% per calendar year, the customer is entitled to withdraw from the agreement at no cost, or to demand to stay in an equivalent hotel if GTB is in a position to offer such a hotel from its range of offers without any additional cost to the customer. The customer has to claim his rights in written form without any delay after the declaration from GTB concerning the price alterations.

4.4. GTB is entitled to alter the prices of the additional services offered and agreed in the confirmed booking as follows, if transportation costs or special fees like airport or harbour charges should increase: Should the transpartion costs at the time of the conclusion of the contract, especially the fuel prices, increase, GTB is entitled to increase the travel prices in accordance to the following calculation:

a) In case of an increase of the seat price, GTB is entitled to charge the customer with the surmounting amount. b) In other events a transportation enterprise might divide additional transportation costs of a transportation vehicle by the number of seats. GTB is entitled to charge the customer with such an increase of the seat-price. In case that costs like harbour- or airport charges at the time of the conclusion of the contract should be increased against GTB, GTB is entitled to increase the travel price in correspondence to the price increase sustained by GTB. Should there be an alteration of the exchange rate after the conclusion of the contract, the travel price may be increased in correspondence to the price increase sustained by GTB. This is possible under the conditions that the costs increase arised more than four months after the conclusion of the agreement and that the circumstances which led to the price increase had not yet happened at that time and could not be predicted by GTB.

In the event of a subsequent price alteration GTB shall inform the customer without delay. A price increase after the 20th day before the arrival date is not possible. Where prices rise by more than 10% per calendar year, the customer is entitled to withdraw from the agreement at no cost, or to demand to stay in an equivalent hotel if GTB is in a position to offer such a hotel from its range of offers without any additional cost. The customer shall claim these rights in written form without delay after the declaration from GTB.

4.5 GTB is entitled to charge the customer with price alterations due to inflation, only if a money devaluation by more than 20% should arise within the time after the conclusion of the travel agreement and the begin of the additional service. Applying benchmark is the consumer price index provided by the Federal Statistical Office in Germany.

4.6 GTB is entitled to charge the customer with price alterations due to tax changes (e.g. alteration of the value added tax, cultural promotion levy etc.).

## **5.) Termination**

5.1 The client is not entitled to cancel the booking or to withdraw from the booking, except for an important reason. If the client refuses to accept the service performance or does not pay the agreed accommodation fee, GTB is entitled to claim the full accommodation fee or a lump compensation fee in accordance to 6.)

5.2 GTB may withdraw from the accommodation agreement before the customer's arrival for the period booked without adhering to any period of notice where the agreed performance becomes impossible on grounds of force major (fire, storm, strike, etc.) or on grounds for which neither GTB nor the hotel are responsible for. In such cases GTB reserves the right to offer the customer an equivalent hotel accommodation if GTB is in a position to offer such a hotel from its range of offers without additional cost to the customer.

5.3 The customer and GTB retain the right to cancel the accommodation agreement without notice for good cause in exceptional cases. 4

5.4 Good causes which justify cancellation of the agreement in exceptional cases without notice are only those whose direct causes lie with the contracting parties and / or are of so grave a nature in

personal or material respects that, taking account of all circumstances and weighing up all the reciprocal interests, the party giving notice cannot reasonably be expected to adhere to or continue the Agreement. The general principles developed in such cases by statute and court rulings shall apply mutatis mutandis. Grounds lying solely in the business or functional area of either party, in particular where a party is prevented for personal or business reasons, do not justify an exceptional case for cancellation.

## **6.) Lump-sum compensation-fee**

6.1. Under the conditions termed in 3.2 and 5.1 GTB has the right to claim a lump-sum from the customer as compensation-fee. This lump-sum compensation-fee amounts to at least 25% of the total amount, however GTB is entitled to prove that a higher damage than the lump-sum has occurred, and to claim the actual amount. The client in turn has the right to prove that damage has either not occurred or is substantially less than the lump sum.

## **7.) Liability, defects, claims for compensation**

7.1 GTB can not be held liable. This liability-exclusion, for the liability because of resolution, is not valid if a damage is based on a negligent duty-injury of GTB or on a wilful or roughly negligent duty-injury of a legal representative or fulfilment-assistants because of the injury of the life, the body or the health. If roughly carelessly a damage through GTB or by his/its legal representative or fulfilment-assistants purposely or roughly carelessly, for the liability because of the injury of such contract-duties, who are (cardinal-duties) essential for the attainment of the contract-goal, was caused as far as GTB took over a guarantee for a certain quality for the liability according to the product-liability-law.

7.2 In so far as the customer concludes the contract with GTB for himself and/ or third parties (for example employees or members of his business), he has to give GTB a list with all the names of the persons (nameslist) for whom the bookings / reservations made by GTB with the hotel enterprise are to apply not later than 4 weeks before the arrival day (1st day of booking / reservation). If the customer delivers the nameslist later than 4 weeks before the arrival day (1st day of booking / reservation) GTB is committed to delivering the nameslist to the hotel within 3 working days. If this list is not delivered in time and if as a result the hotel fails to book / reserve or makes wrong bookings / reservations, then all liability on the part of GTB towards the customer is void without the customer's agreed payment obligation towards GTB being thereby affected.

7.3 GTB is to be informed of any complaints and other objections made by the customer -making reference to the hotel enterprise- within any delay. Otherwise all possible warranty claims the customer might basically be entitled to are void.

7.4 GTB will endeavour to obtain an appropriate reduction in payment from the hotel enterprise if the booked room should have a defect. The customer is not entitled to claim such a reduction in payment unless the defect was concealed by the hotel enterprise or by GTB through wilful deceit.

## **8.) Severability clause, place of performance, jurisdiction**

8.1 The invalidity of individual provisions of the contract and/or the contractual conditions shall not result in the invalidity of the accommodation agreement as a whole and/or the invalidity of the contractual conditions.

8.2 The sole place of jurisdiction for all legal disputes arising from and in connection with the consultancy agreement and/or the accommodation agreement with natural or legal persons having no general place of jurisdiction in Germany and also with natural or legal persons who have moved their domicile/place of business or habitual residence abroad after the conclusion of the agreement or whose domicile / place of business or habitual residence is not known, is the place of fulfilment. The same applies to a customer who is a merchant in accordance to the German code of commercial law. 5 GTB is also entitled to take legal actions or file a lawsuit against the customer elsewhere than the customers usual place of jurisdiction.

8.3 Concerning proceedings over the consultancy agreement and the accommodation agreement the German law shall apply.

8.4 The English version of these terms and conditions is a translation based on the original German version. In the event of a dispute about the contents or interpretation of these terms and conditions or inconsistency or discrepancy between the German version and the English version of these terms and conditions, only the German version shall apply and be binding.

Effective: June 2015