General Terms and Conditions of Contract of JUFA Hotels in Germany, valid from 15 April 2024

1. General

(1) These General Terms and Conditions of Contract provide the basic terms of contract by which JUFA Hotels in Germany (hereinafter referred to as "JUFA") usually conclude accommodation contracts with their guests.

(2) These General Terms and Conditions of Contract apply accordingly to the hiring of seminar rooms of JUFA Hotels in Germany.

(3) Special agreements must be made in writing. The General Terms and Conditions of Contract shall be subsidiary to any agreements made on an individual basis.

2. Contracting parties

(1) Guest:

Means any natural person who makes use of the accommodation/seminar room. The Guest is usually also the Customer. Guests also include those persons that are accommodated together with the Customer (e.g. family members, friends, etc.).

(2) Customer:

Means a natural or legal person who concludes an accommodation contract with JUFA as a guest or on behalf of a guest, and any natural or legal person who concludes a legal transaction in connection with the hiring of seminar rooms.

(3) JUFA:

Means all hotel businesses in Germany which are operated under the "JUFA" brand. In particular, this concerns JUFA Hotels Deutschland GmbH.

(4) Consumer and Operator:

The terms are to be understood within the meaning of consumer protection laws.

(5) Contract:

Means the contract concluded between JUFA and the Contracting Party, the content of which is specified below. The contract applies both to accommodation and to the hiring of seminar rooms.

3. Conclusion of contract, deposit

(1) In principle, the contract shall come into effect through the acceptance of the Customer's written or verbal order by JUFA (booking confirmation). Electronic notifications shall be deemed received if the party to whom they are addressed is able to retrieve them under normal circumstances and they are received during JUFA's published business hours.

(2) If the Customer is not also the Guest and/or if the Customer undertakes the order on behalf of (other) guests, the Customer and the Guest shall be jointly and severally liable to JUFA.

(3) In principle, the booking confirmation is sent within 24 hours after receipt of the order. For bookings where the arrival occurs on the same day as the booking, immediate contact with JUFA Hotels and/or JUFA's booking centre is necessary.

(4) JUFA is entitled to conclude the contract subject to the condition that the Guest and/or Customer pays a deposit in the specified amount by the date specified in the booking confirmation. If the Guest and/or Customer agrees (in writing or orally) to the deposit, the contract shall come into being upon receipt of the declaration of consent by JUFA. To avoid any misunderstandings, it is expressly stated that consent can also be conclusively granted following payment of the deposit by the Guest and/or Customer. In the event that the deposit is not paid, JUFA shall be entitled to withdraw from the contract. In principle, the deposit is a partial payment of the agreed fee. However, JUFA shall reserve the right to demand advanced payment of the entire agreed fee. The Guest and/or Customer shall bear the costs of the financial transaction. In the event of payments made by credit or debit card, the card issuer's respective terms and conditions shall also apply.

4. Start and end

(A) Accommodation:

(1) The Guest shall have the right to move into the confirmed rooms from 4 p.m. on the specified day of arrival.

(2) If the Guest does not arrive by 6 p.m. on the specified day of arrival, JUFA shall be entitled to reassign the booked rooms (no obligation to accommodate), unless a later arrival time has been expressly agreed with the hotel management of the JUFA Hotel in question.

(3) If a room is occupied for the first time before 6 a.m., the preceding night shall be deemed the first night of accommodation.

(4) The hired rooms must be vacated by the Guest by 11 a.m. on the day of departure.

(5) If the Guest does not vacate the room by 11 a.m. and a later check-out time has not been expressly agreed, JUFA shall be entitled to charge the Guest the price of the room for a further day. If the room has already been reassigned, JUFA shall be entitled to clear the room and store or deposit any items left behind by the Guest at the cost of the Guest and/or Customer. Any further claims to damages pursuant to the statutory provisions shall remain unaffected.

(B) Seminars:

(1) The purpose of hiring seminar rooms or the type of event must be made known by the Customer at the time of booking. Any changes shall only be possible with the written consent of JUFA. In the event of an infringement of information obligations in the case of subsequent changes, JUFA may withdraw from the contract without observing a period of notice. Subletting the seminar rooms is also prohibited without the prior consent of JUFA and represents a change to the event. The number of participants must be made known by the Customer when making the booking. Any increase in number shall only be permitted with JUFA's consent. A reduction of up to 10% in the number of participants shall be tolerated; any reduction in excess of this will be charged a pro rata cancellation cost.

(2) The required number of seats and items of furniture must be made known by the Customer one week at the latest prior to arrival. Changes by the Customer are possible until 4 p.m. on the day prior to the event; after that, any changes made shall be subject to a fee.

(3) JUFA may refuse the event if an objective reason exists, which is particularly the case if the event is likely to be detrimental to JUFA's reputation or entails security risks.

(4) Food and drink may not be taken into the seminar rooms without JUFA's consent. Items of furniture and technical equipment must be handled with care; any damaged items must be replaced by the

Customer. Use of the Customer's own electrical equipment is only permitted with JUFA's consent. The setting up of decorations or of own items of furniture is only permitted with JUFA's consent. The objects must comply with all official rules and regulations, in particular with fire prevention regulations and similar.

(5) The Customer is obliged to obtain all official permits for holding the event itself, and shall bear sole responsibility for doing so. The Customer agrees to fully indemnify and hold harmless JUFA in this respect.

(6) JUFA shall not be liable for the failure of technical or other equipment made available by JUFA.

(7) At the end of the event, all objects must be removed and any packaging material brought along by the Customer must be disposed of at the Customer's expense.

5. Withdrawal from the contract by the Guest and/or Customer (cancellation)

(A) Provisions for individual bookings:

(1) Up to 14 days prior to the Guest's agreed day of arrival, the Guest and/or Customer may cancel the accommodation contract without payment of a cancellation fee by means of a written declaration of cancellation received by JUFA.

(1) Within 14 and 7 days prior to the Guest's agreed day of arrival, the Guest and/or Customer may cancel the accommodation contract with payment of a cancellation fee of 50% of the agreed total fee by means of a written declaration of cancellation received by JUFA.

(3) Within 7 to 1 days prior to the Guest's agreed day of arrival, the Guest and/or Customer may cancel the accommodation contract with payment of a cancellation fee of 70% of the agreed total price by means of a written declaration of cancellation received by JUFA.

(4) In the event of a no-show or cancellation on the agreed day of arrival, 100% of the agreed total price must be paid.

(5) For the JUFA Hotels in Hamburg, Jülich, Königswinter, Nördlingen, Wangen and Kronach, the following cancellation rules apply:

(1) Up to 24 hours prior to the Guest's agreed date of arrival (in principle by 4 p.m. on the day of arrival), the Guest and/or Customer may cancel the accommodation contract without payment of a cancellation fee by means of a written declaration of cancellation received by JUFA.

(b) In the event of a cancellation from 24 hours prior to the Guest's agreed date of arrival (in principle by 4 p.m. on the day of arrival), 100% of the agreed total price must be paid.

(B) Provisions for seminar and/or group bookings:

(1) Within the meaning of this point, group bookings are deemed to be bookings for at least 15 people, made in one booking process on a single invoice (= 1 booking confirmation and 1 invoice for the entire group). All other bookings are deemed individual bookings within the meaning of this point.

(2) Up to 6 weeks at the latest prior to the Guest's agreed day of arrival, the Guest and/or Customer may cancel the contract without payment of a cancellation fee by means of a written declaration of cancellation received by JUFA.

(3) Within 6 and 3 weeks prior to the Guest's agreed day of arrival, the Guest and/or Customer may cancel the contract with payment of a cancellation fee of 50% of the agreed total price by means of a written declaration of cancellation, received by JUFA.

(4) Within 21 and 7 days prior to the Guest's agreed day of arrival, the Guest and/or Customer may cancel the contract with payment of a cancellation fee of 70% of the agreed total fee by means of a written declaration of cancellation received by JUFA.

(5) Within 7 and 1 days prior to the Guest's agreed day of arrival, the Guest and/or Customer may cancel the contract subject to a cancellation fee of 90% of the agreed total price by means of a written declaration of cancellation received by JUFA.

(6) For groups, a pro rata cancellation fee shall be charged on the day of arrival if the number of persons is more than 10% less than originally stated.

(7) In the event of a no-show or cancellation on the agreed day of arrival, 100% of the agreed total price must be paid.

(C) Nonflex overnight stay:

(1) Cancellation by the Guest is not possible for accommodation contracts containing the indication that the accommodation is a "Nonflex overnight stay" ("Nonflex booking").

6. Withdrawal from the contract by JUFA

(1) In the event that the Guest does not show up by 6 p.m. on the agreed day of arrival, JUFA shall be entitled to reassign the room unless a later arrival time has been agreed. In this case, the Guest and/or Customer shall be obliged to make the agreed payment in full. This also applies if the Guest and/or Customer does not make use of the ordered rooms or guest house services.

(2) JUFA shall be entitled to withdraw from the contract, without setting a period of grace, if it stipulates payment of a deposit and the Guest and/or Customer does not pay this deposit on time.

7. Provision of substitute accommodation

(1) JUFA shall be entitled to offer the Guest appropriate substitute accommodation (same quality) if this is reasonable for the Guest, particularly where the difference is marginal and objectively justified.

(2) An objective justification may, for example, arise if the room has become unusable, guests already accommodated have extended their stay, in the event of an overbooking or if other important operating measures have necessitated such a step.

(3) Any possible additional expenditure for the substitute accommodation shall be assumed by JUFA if it is attributable to JUFA (e.g. overbooking).

8. Rights and obligations of the Guest and/or Customer

(1) Through the conclusion of the accommodation contract, the Guest and/or Customer shall acquire the right to the normal use of the rented rooms and facilities of JUFA which, normally and without any special conditions, are available for use by guests, and to the usual services from 4 p.m. on the agreed day of arrival until 11 a.m. on the agreed day of departure.

(2) The Guest and/or Customer is obliged, by the time of departure at the latest, to pay the agreed fee plus any additional amounts which have arisen due to separate utilisation of the services by him/her and/or any guests accompanying him/her; however, with deduction of the deposit paid.

(3) JUFA is not obliged to accept foreign currencies (e.g. cashless payments such as cheques, credit cards, tokens, vouchers, etc.) unless it is expressly stated in the contract that certain cashless methods of payment are accepted. If JUFA accepts these foreign currencies, they shall be accepted at the current market rate if possible. The Guest and/or Customer shall bear all costs related thereto such as credit card issuer enquiries, etc.

(4) JUFA's consent is required prior to operating electrical devices which the Guest has brought with them and which do not form part of normal travel requirements.

(5) The Guest and/or Customer shall be liable for any damage and detriment suffered by JUFA or third parties due to his/her own fault or due to the fault of his/her companions or other people for whom he/she is responsible, even if the claimant is entitled to claim damages directly from JUFA.

(6) The Guest shall exercise their rights in accordance with any applicable hotel and/or guest regulations (rules of the house).

9. Rights and obligations of JUFA

(1) If the Guest and/or customer refuses to pay the specified payment or is in arrears, JUFA shall be entitled to make use of the legal right of retention in accordance with Section 373 of the German Civil Code (BGB) and the legal right of lien in accordance with Section 1204 et seq. BGB with regard to the items brought in by the Guest and/or Customer. This right of retention or right of lien is also available for JUFA to secure its claim under the contract, in particular for board and lodging, other expenses incurred for the Guest and/or Customer and for any claims for compensation of any kind.

(2) If the service is required in the Guest's room or during unusual times of the day (after 8 p.m. and before 6 p.m.), JUFA shall be entitled to charge an additional fee. This additional fee is displayed on the price board for the room. JUFA may also refuse to provide these services for operational reasons.

(3) JUFA is entitled, to charge the Guest and/or Customer for cleaning items of furniture in a room or other premises of the JUFA Hotel and any associated outdoor facilities that are soiled beyond that which is considered soiling during normal use, and for the costs of any necessary repairs or for the replacement of items of furniture.

(4) JUFA is entitled to issue invoices or interim invoices for its services at any time.

(5) JUFA is obliged to provide the agreed services to an appropriate standard and extent.

(6) Special services shall be charged by JUFA separately.

(7) The prices indicated are all inclusive prices.

10. Liability of JUFA

(1) JUFA shall be liable in accordance with Section 701 et seq. BGB for items handed in by the Guest and/or Customer. JUFA shall only be liable if the items have been handed over to JUFA or the persons authorised by JUFA or deposited in a place assigned by such or intended for such a purpose. Unless JUFA is able to provide proof, JUFA shall be liable for its own negligence or for the negligence of its staff. In accordance with Section 701 (1) BGB, JUFA shall only be liable up to the amount specified in the Federal Law Gazette on the liability of landlords and other entrepreneurs, in the respectively valid version. If the Guest and/or Customer fails to comply with JUFA's

instruction to deposit their items in a specific depository without delay, JUFA shall be released from any liability.

(2) JUFA's liability for minor negligence shall be excluded to the legally permissible extent. If the Contracting Party is an entrepreneur, liability for gross negligence shall also be excluded. In this case, the Guest and/or Customer shall be responsible for the burden of proof. No consequential or indirect damages and no loss of profit shall be reimbursed. The maximum amount of any liability of JUFA shall be limited to the maximum amount covered by the third-party liability insurance. Any fault that may lie with the Guest and/or Customer shall be taken into account.

(3) In the case of force majeure, all liability on the part of JUFA shall be excluded.

(4) JUFA shall only be liable up to an amount of (currently) €800.00 for valuables, money or securities, unless it accepted these items for safekeeping with knowledge of their actual value, or the damage was caused by JUFA or one of its members of staff.

(5) Storage of valuable items and objects of worth may be refused if the items and objects in question are significantly more valuable than those that guests of the establishment in question usually leave in safekeeping.

(6) Liability for the safekeeping assumed shall in any case be excluded, if the Guest and/or Customer fails to notify JUFA immediately after he/she has learned about the damage. Furthermore, these claims must be asserted in court within three years of their knowledge or possible knowledge by the Guest and/or Customer; otherwise, the right shall expire.

11. Bringing of pets

(1) The bringing of pets is prohibited. This excludes the bringing of dogs to selected JUFA Hotels. In each case, the guest is responsible for supervising their pet and ensuring that it does not cause any harm to other persons.

(2) The Guest and/or Customer shall be liable for any damage caused by the pet according to the legal regulations applicable to pet owners.

(3) A Guest and/or Customer who brings a pet with them must have appropriate animal liability insurance or private liability insurance which also covers possible damage caused by animals. Proof of the corresponding insurance must be provided if requested by JUFA.

(4) The Guest and/or Customer and their insurance company shall be jointly liable with regard to JUFA for any damage caused by the animals brought along. The damage shall also include, in particular, any compensation of JUFA, which is to be borne by JUFA with regard to third parties.

(5) Animals may not be taken into the lounges, public areas, restaurants, children's play areas or wellness areas.

12. Extension of accommodation

(1) An extension of accommodation by the Guest and/or Customer requires JUFA's approval. There is no legal entitlement to an extension.

13. Termination of accommodation

(1) If the contract has been agreed for a specified period of time, it shall end when this time expires.

(2) In the case of early departure, the agreed fee shall be charged in full. JUFA shall deduct anything that it saved because the services offered were not made use of or anything that it gained because the booked rooms were reassigned. A saving will only be deemed to exist if the JUFA Hotel is fully

booked during the period in which the rooms ordered by the Guest and/or Customer are not used by the Guest and/or Customer, and the premises can be hired out to further guests due to the Guest's and/or Customer's cancellation. The Guest and/or Customer shall bear the burden of proof for the savings.

(3) JUFA shall be entitled to terminate the contract with immediate effect if the Guest and/or Customer

(a) makes significantly adverse use of JUFA's premises or makes the stay intolerable for other guests and for JUFA and its members of staff through his/her reckless, offensive, unlawful or otherwise highly improper conduct, or commits an act against the property, morality or physical safety of these persons that is subject to a penalty;

(b) does not pay the invoice submitted to him/her upon request within a reasonably fixed period of time (3 days) or

(c) suffers from a contagious illness or disease, the duration of which exceeds the term of accommodation, or is otherwise in need of care.

(4) In the event of justified termination of the contract, the Guest and/or Customer shall be obliged to compensate JUFA for any loss incurred that arises as a result of the premature termination.

(5) If fulfilment of the contract becomes impossible due to an event assessed as being a case of force majeure (e.g. natural events, strikes, lock-outs, official orders, etc.), JUFA may terminate the contract at any time without observing a period of notice, unless the contract is already considered dissolved according to the law, or JUFA is released from its obligation to accommodate. Any claims for damages, etc. of the Guest and/or Customer are excluded.

(6) The contract shall terminate upon the death of the Guest.

14. Illness or death of the Guest

(1) If a Guest becomes ill during his/her stay in a JUFA Hotel, JUFA shall arrange for medical care, if the Guest so wishes. In the event of imminent danger, JUFA shall also arrange for medical care without the Guest specifically asking for it, particularly if this is necessary and the Guest is not personally in a position to arrange this.

(2) If the Guest is not in a position to make decisions or it is not possible to get hold of the Guest's relatives, JUFA shall arrange for medical care at the expense of the Guest. However, the scope of this care shall end as soon as the Guest is able to make decisions himself/herself, or their relatives have been informed about the illness.

(3) JUFA shall particularly be entitled to damages with regard to the Guest or, in the event of their death, with regard to their successors, for the following expenses:

(a) unsettled medical costs, costs for transporting the patient by ambulance, medicine and medical aids,

(b) any necessary disinfection of rooms,

(c) unusable laundry, bed linen and bed furniture, disinfection or thorough cleaning of all these items,

d) restoration of walls, items of furniture, carpets, etc., as far as they became soiled or damaged in connection with the illness or death,

(e) payment of rent for the room, as far as it has been occupied by the Guest, plus any days during which the rooms are unusable due to disinfection, clearing, etc.,

(f) any other damage incurred by JUFA.

15. Place of jurisdiction and applicable law

(1) The place of jurisdiction is the place in which the JUFA Hotel is located.

(2) For any disputes that may arise from a contract concluded between JUFA and the Guest and/or Customer, where a bilateral business transaction exists, the jurisdiction of the competent court in Augsburg is understood as agreed. If the Customer and/or Guest is a consumer within the meaning of consumer protection and the Customer and/or Guest has his/her habitual abode in Germany, the jurisdiction of the competent court at the consumer's abode, habitual residence or place of employment shall be agreed. If the consumer has his/her abode or habitual residence in a member state of the European Union (with the exception of Germany), Iceland, Norway or Switzerland, the court with local and subject-matter jurisdiction for the consumer's domicile shall have exclusive jurisdiction.

(3) The contract is subject to the law of the Republic of Germany. The application of the conflict of laws is excluded.

16. Approval of credit card bookings

(1) If a booking is made by credit card, the card owner shall grant their express approval that the payment for the booked accommodation may be debited from the credit card in the event of a no-show by the Guest and/or Customer without cancellation in good time, or in the event of a cancellation in good time, a possible cancellation fee.

(2) The card owner shall grant its express approval that, in the event that following the Guest's and/or Customer's departure, claims are established against him/her, which were not yet included in the transaction receipt created on the basis of the invoice, JUFA may have these claims debited directly from the credit card within 30 days of the Guest's and/or Customer's departure.

(3) Chargebacks shall only take place to the credit card account debited as part of the booking.

(4) If a booking is confirmed by providing a credit card number, JUFA shall send an authorisation request to the credit card issuer, and an amount equal to the accommodation fee shall be reserved. The card holder grants its explicit consent to this.

17. Privacy notice

(1) Data protection information in accordance with Article 13 et seq. of the GDPR can be downloaded from www.https://www.jufahotels.com/datenschutz.

18. Other

(1) If individual points of these General Terms of Conditions of Contract are or become ineffective, this shall not affect the validity of the remaining provisions. The ineffective provision shall be replaced by an effective provision which comes closest to the ineffective provision in terms of economic sense and purpose. In the event of other regulatory loopholes, the corresponding legal provisions shall apply.

(2) Unless otherwise specified in the above provisions, any time limits shall start upon delivery of the document ordering the deadline to the Customer and/or Guest, who must comply with the deadline.

(3) JUFA is entitled to set off claims of the Customer and/or Guest against its own claims. The Customer and/or Guest shall not be entitled to set off their own claims against JUFA's claims unless JUFA is insolvent or the Customer's and/or Guest's claim has been established by a court of law or recognised by JUFA.

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