

General terms and conditions

1. SCOPE

- 1.1. The following terms and conditions apply to all leasing contracts
 - 1.1.1. for vacation apartment accommodation
 - 1.1.2. and the functions room for events
 - 1.1.3. as well as the provision of associated services and deliveries for the client.
- 1.2. Subletting of the let vacation apartments/function room or letting to a third party as well as the use of the latter for any intention other than that of accommodation/event purposes are prohibited.

2. CONCLUSION OF CONTRACT, CONTRACTUAL PARTNER, LIMITATIONS

- 2.1. The contract becomes effective when the client accepts the application from the accommodation company.
- 2.2. The accommodation company is at liberty to confirm the booking in text form. In the interest of both parties cancellations, changes in the booking and amendments must be submitted in written form.
- 2.3. All claims against the accommodation company expire within one year from the legally valid limitation start date.
- 2.4. Claims for compensation expire after five years irrespective of knowledge. The reduction of the statute of limitations period shall not apply for claims based on an intentional or grossly negligent breach of duty on our part.

3. SERVICES, PRICES, PAYMENT, SETOFF

- 3.1. The accommodation company is obliged to hold the rooms booked by the client and to provide the mutually agreed services.
- 3.2. The client is obliged to pay the agreed or if applicable the respectively valid accommodation company prices for the letting of the rooms and for all additional services, which have been availed of. This also applies to any services or expenses which the accommodation company has organised with a third party on behalf of the client. The agreed prices include the respective legal VAT.
- 3.3. Invoices from the accommodation company without expiry date have to be settled without delay within 10 days from the date of invoicing. The accommodation company can request immediate payment of due debts at any time from the client. In the case of delayed payments the accommodation company retains the right to demand the valid legal default interest at a current rate of 8 % or in the case of legal transactions involving the consumer, at a rate of 5 % above the basic interest rate.
- 3.4. The accommodation company retains the right to request an appropriate advance payment or deposit of a security from the client on conclusion of the contract. This may be in the form of a credit card guarantee, a down payment or similar. The amount of the advance payment and the payment dates can be agreed upon in writing in the contract.

4. CLIENT CANCELLATION

NON-UTILISATION OF THE ACCOMMODATION COMPANY SERVICES (NO SHOW)

- 4.1. A contract cancellation on the part of the client requires the written agreement of the accommodation company. If this is not submitted, the price agreed in the contract shall be paid, even if the client does not avail of the contractual services. This shall not apply with the breach of obligation of the accommodation company to take into account the rights, objects of legal protection and interests of the customer, if holding to the contract is no longer reasonable or another statutory or contractual cancellation right exists.
- 4.2. If a date has been set in writing between the accommodation company and the client for a withdrawal from the contract without payment, the client may withdraw from the contract up to the named date, without initiating payment or compensation claims from the accommodation company. The client's withdrawal right expires when he does not exercise his right to withdraw from the contract in writing to the accommodation company up to the agreed date, unless a withdrawal case is presented according to No. 4 paragraph 4.1. sentence 3.
- 4.3. If no individual time limit regarding withdrawal has been arranged, the following time limits apply:
 - 4.3.1. Up to 21 days before start of letting period no fee
 - 4.3.1. Up to 14 days before start of letting period 50% of the accommodation price
 - 4.3.1. Up to 7 days before start of letting period 80% of the accommodation price
 - 4.3.1. From 2 days before start of letting period 100% of the accommodation price
- 4.4. In the case of vacation apartments/function rooms, which have not been occupied by the client the accommodation company shall take into account the income from the letting of these rooms to another source as well as the saved expenses. If the rooms are not let to another source, the accommodation company may demand the contractually agreed compensation and make a flat-rate deduction for saved expenses. In this case the client is liable to pay at least 90% of the contractually agreed price for accommodation.
- 4.5. In the case of a no-show at the start of the letting period without notification to the accommodation company, the claim for the entire booking expires and full payment is due.

5. CANCELLATION BY THE ACCOMMODATION COMPANY

- 5.1. If an agreed advance payment or, as above according to No. 3 paragraph 3.4., a requested advance payment or deposit of security is not made, even when an appropriate period of grace set by the accommodation company has elapsed, the accommodation company also retains the right to withdraw from the contract.
- 5.2. The accommodation company is entitled to effect extraordinary rescission of the contract for materially justifiable cause, for example if
 - 5.2.1. An act of God or other circumstances not influenced by the accommodation company render the fulfilment of the contract impossible.
 - 5.2.2. Rooms are booked with misleading or false information regarding major facts, such as the identity of the customer or the purpose of his stay.

6. PROVISION OF ROOM, HANDING OVER AND RETURN

- 6.1. Booked vacation apartments are available for the client from 15:00 on the agreed day of arrival. The client has no right to an earlier time of provision.
- 6.2. On the agreed day of departure the vacation apartment should be vacated by 11:00 at the latest.
- 6.3. Function room allocation and times of availability shall be arranged individually.

7. LIABILITY OF THE ACCOMMODATION COMPANY

- 7.1. The accommodation company adheres to its contractual liabilities with the diligence of a prudent businessman. Client claims for compensation are ruled out. With the exception of compensation for death, bodily injury or damage to health if the accommodation company is responsible of a breach of conduct. Other compensation, which arises from gross negligence on the part of the accommodation company and compensation, which is based on an intentional or negligent breach of contract-typical duties of the accommodation company shall also be deemed an exception. A breach of contract by the accommodation company equates with that of our legal representatives or persons in the performance of our obligations. If disruptions or shortcomings in the services provided by the accommodation company arise, the accommodation company should strive to better the situation when informed by the client or on the client's immediate rebuke. The client is obliged to contribute to a reasonable degree to amend the disruption and minimise the damage.
- 7.2. If the client is provided with a parking space in the house parking lot there is no safekeeping contract. The accommodation company is not liable for the loss or damage of vehicles parked on their property, or their contents, except in the case of intentional or gross negligence.

8. FINAL CLAUSES

- 8.1. Amendments or supplements to the contract, the application acceptance or these general terms and conditions should be in writing for the guest admission. Biased client amendments or supplements are not effective.
- 8.2. Place of performance and payment is the accommodation company base.
- 8.3. In the event of dispute, including disputes for checks and bills of exchange, the courts at the location of the accommodation company's registered office according to corporate law shall have exclusive jurisdiction for commercial transactions. German law applies.
- 8.4. If individual requirements in these general terms and requirements for the guest admission contract become ineffective or void the effectiveness of the remaining requirements is unaffected. Legal stipulations apply.

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The logo for 'berge' is written in a stylized, cursive script font. The letters are lowercase and have a fluid, elegant appearance with some flourishes.