

Landgasthof Lindermayr's General Terms and Conditions

I. General

(1) These Terms and Conditions govern contracts for the rental use of inn rooms for lodging purposes, as well as all other goods and services rendered by the inn.

(2) Contract partners are the inn and the guest. If a third person booked the room for the guest, this third person is liable to the inn together with the guest as joint debtor.

II. Lodging

(1) The lodging contract is concluded when the inn accepts the guest's request. If required by the guest the lodging contract is confirmed by the inn in written form, by e-mail or by fax.

(2) Claims by the guest to the inn are in general time-barred within a year as from knowledge of the damage, in any case in lack of knowledge within five 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 inn's part.

III. Services, Prices, Payment, Offset

(1) The inn will provide the rooms booked by the guest and render the agreed services.

(2) The client shall be bound to pay the valid rates of the inn or the separately agreed rates of the inn for the rental of the rooms and for any service made use of by the client. The same applies to services caused by the guest and to expenses of the inn paid to third parties.

(3) The agreed prices include the statutory VAT, which is specifically indicated in the invoice. If the period of time between contract conclusion and contract fulfillment exceeds four months and the price charged in general by the inn for the relevant service increases, the inn can reasonably raise the contractually agreed price, however not more than by 5 %.

(4) The inn can also change the prices if the guest asks for changes in the number of rooms booked, the inn's service or the time of stay of the guests.

(5) Invoices of the inn without any due date have to be paid within then days starting from the date of reception without any discount. Food and beverages have to be paid immediately, or at the latest at the date of departure.

(6) The inn is entitled to charge a reasonable prepayment or deposit for package holidays, considering the statutory regulations. The amount of the prepayment and the payment period can be agreed in the contract in written form.

(7) The customer may only offset or reduce an undisputed or legally binding receivable owed by the inn against a receivable owed to the inn.

IV. Failure to use the inn's services

(1) If the guest wants to withdraw from the contract concluded with the inn, this has to be done in written form. If he fails to do so, the agreed contractual price has to be paid, also in case the guest does not use the contractual services. This does not apply when the inn fails in its obligation to consider the rights or interests of the guest where the latter can no longer reasonably stick to the contract or another statutory or has a contractual right of withdrawal.

(2) If the inn and the guest agree on a date by which withdrawal from the contract without charges in written form is possible, the guest can terminate the contract by that date, without causing claims of payment or compensation on the part of the inn. The guest's right to withdraw expires if he does not exercise it to the inn in written form within the agreed time frame, if the guest does not withdraw according to section 1 sentence 3.

(3) If the guest does not use the rooms, the inn has to take into account the income for letting them to other guests as well as the saved expenditure.

(4) The inn has the right to charge the contractually agreed price and to calculate a flat rate for saved expenditure. In this case, the guest is obliged to pay 90 % of the contractually agreed price. The guest has the right to demonstrate that the aforesaid charges have not arisen fully or not arisen in the amount claimed.

V. Withdrawal by the Inn

(1) To the extent that a right of cost-free cancellation within a certain period was agreed in writing for the guest, the inn is entitled for its part to cancel

the contract, if other guests require the contractually agreed rooms and the guest does not waive his right to withdraw when being asked by the inn.

(2) If an agreed or aforesaid prepayment according to clause III no.6 is not paid even after the lapse of a period of grace set by the inn, the latter one is also entitled to withdraw from the contract.

(3) Moreover, the inn is entitled to withdraw from the contract for essentially justified reasons. This applies especially if force majeure or other circumstances beyond the inn's responsibility make it impossible to fulfill the contract, if rooms are booked by giving misleading or wrong information of important facts, e.g. concerning the person of the guest or the purpose of stay; or if the inn has reason to believe that assuming the service can endanger the smooth running of the inn, the safety or the inn's reputation in public, but that this cannot be attributed to the power and organization of the inn.

(4) In case of justified cancellation by the inn, the guest is not entitled to compensation.

VI. The Inn's Liability

(1) The guest is not entitled to compensation. This does not apply to damages to life, body or health which result from intentional or grossly negligent violation of the inn's duties or an intentional or grossly intentional neglect of contractually typical obligations by the inn. An infringement of the inn is equal to the same by a legal representative or an agent. Should disruptions or defects occur in respect of service provision on the part of the inn, the inn is to act to remedy such upon its knowledge. The guest is committed to contribute to reasonable degree to correct the dysfunction and to keep possible damage at a minimum.

(2) The hotel is liable to the guest for property brought in to the inn in accordance with the statutory provisions, i.e., up to one hundred times of the room price, however, up to a maximum of € 3,500, as well as for money, securities and valuables up to an amount of € 800. Liability claims expire unless the guest notifies the inn immediately after gaining knowledge of the loss, destruction, or damage. Section 1 sentences 2 to 4 apply for any further liability of the inn.

(3) If the guest is provided a parking lot in the garage or on the parking ground, also against payment, there is no separate safekeeping agreement concluded. The inn assumes no liability for loss of or damage to motor vehicles parked or maneuvered on the inn's property, nor the contents thereof, only in case of intentional or grossly negligent violation. Section 1 sentences 2 to 4 apply accordingly.

VII. Final Regulations

(1) Changes and amendments of the contract, the acceptance of the lodging request or these terms and conditions for lodging purposes have to be made in written form. Unilateral amendments by the guest are invalid.

(2) Friedberg (86316) is the place of fulfillment and payment.

(3) The exclusive place of jurisdiction in relation to commercial transactions is the inn's registered office, also in case the guest has no general place of jurisdiction in Germany. For all other cases, the statutory provisions apply.

(4) German law shall apply.

(5) If single regulations of these terms and conditions should be or become ineffective, the validity of the remaining regulations is not touched through this. For all other cases, the statutory provisions apply.

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