

# **General Terms and Conditions for the apartment house "Eugens Business Apartments Stuttgart"**

## 1. Scope of application / contractual object

1.1. The following general conditions apply to contracts between Eugens Business Apartments Stuttgart, Mr. Thomas Mendl, (hereinafter "Eugens") and the guest / customer and for all services connected with this contract (Guest Accommodation Contract). The main subject matter of the contract is the temporary provision of furnished flats of the flat house "Eugen Business Apartments Stuttgart" (for temporary use) in Sporerstr. 10, 70173 Stuttgart (Germany) in return for payment. No food / meals and drinks are provided by the "Eugens".

1.2. Deviating individual contractual arrangements must be in writing.

1.3. The customer's terms and conditions will apply only if this has been expressly agreed in advance

## 2. Conclusion of the contract / contractual partners / joint liability of the contractual partners / limitation period

2.1. The contract is concluded between the guest/customer as soon as the "Eugens" has confirmed the guest's/customer's written apartment booking (offer) (acceptance). The apartment booking is made on a form provided by the "Eugens", which must be completed and signed by the contractual partners. The "Eugens" is free to confirm the room booking in writing.

2.2. The guest and third parties who reserve the apartment for the guest (customer), shall be jointly and severally liable to "Eugens" for all obligations arising from the contract, even if they do not make use of the service personally and are not named in the booking form as contractual partners.

2.3. Beginning with the initiation of the contract all claims against "Eugens" are subject to a limitation period of one year from the date of knowledge of the claim. Such claims for damages shall be barred after five years, regardless of when they have become known. These reductions do not apply in the event of intentional or grossly negligent breaches of duty by "Eugens".

## 3. Scope of service/use, payment, due date, security, set-off

3.1. The "Eugens" is exclusively obliged to provide furnished apartments for residential and overnight stays for the agreed period. Commercial use of the apartments or common areas is not permitted without prior written permission. An apartment consists of at least one separately lockable furnished living room or bedroom with its own shower and toilet, a TV with cable connection and Wi-Fi access. Each apartment is appropriately furnished. There is a separate, functionally equipped kitchen for the joint use of two apartments, with a refrigerator for the sole use of each apartment. The guest does not have a claim on certain furniture and furnishings.

All guests have access to washing machines and dryers in the laundry room in the basement for use during their stay. Detergent is not provided. The apartments are cleaned 1x / week. Towel sets are provided on a weekly basis and bed linen sets on a fortnightly basis for each guest. In addition, the guest is obliged to take over the necessary cleaning himself or to order it separately. The guest shall clean the common areas used by him/her, in particular the kitchen, immediately after use and shall store the food and objects brought in by him/her in the places provided for this purpose. Additional services, such as mini fridge in the room, fitness equipment, extra laundry etc. are to be booked in addition and will be charged separately.

3.2. The guest does not acquire any claim to the provision of certain flats. If the use of a particular apartment has been agreed, "Eugens" reserves the right to provide an equivalent apartment, unless this possibility has been excluded by individual contract.

3.3. The apartment is available to the guest from 5.00 p.m. on the agreed day of arrival. The guest is not entitled to an earlier provision. On the agreed departure day, the apartment must be returned vacated by 11:00 a.m. at the latest. All items belonging to the guest or brought in during his or her stay must be removed from the apartment and the common areas.

3.4. For further use from 11:00 a.m. on the agreed departure day, the "Eugens" can charge the full daily price in addition to the damage incurred. The guest is free to prove that the "Eugens" has suffered no or significantly lower damage.

3.5. Tacit extension of the reservation is not possible. The late departure of the guest constitutes unlawful interference. "Eugens" shall be entitled to make use of its right of self-help in this respect, to take possession of the apartment and to temporarily store the guest's brought-in items in a storage room at the guest's expense and risk, exercising a right of lien.

3.6. The apartment and the common rooms may only be used by the persons named as "guest" in the booking form. Any other use or use going beyond this for personal and/or other purposes (e.g. subletting or subleasing or commercial use) shall require the prior written consent of "Eugens". Likewise, bringing animals onto the premises is not allowed without permission. The "Eugens" is entitled to terminate the contract without notice in the event of the customer's conduct contrary to the contract and can demand immediate eviction and appropriate additional remuneration and compensation for damages. In the event of an extension of the originally agreed scope of use (e.g. number of guests, rooms, length of stay, special requests etc.), "Eugens" can demand corresponding additional fees, even if no explicit agreement had been made regarding the remuneration.

3.7. The guest/customer is obliged to pay the applicable or agreed price for the provision of the room and the other services used by him/her. This also applies to the services and expenses of "Eugens" toward third parties caused by the guest. From the conclusion of the contract, the Eugens is entitled to demand 20% of the agreed fee in advance and the rest upon the arrival of the guest, as well as a security deposit (credit card) at any time. Likewise, any claims that have been raised or new claims may be settled during the stay. The guest shall pay the remuneration owed, which shall include the statutory value-added tax applicable at the time, in cash or non-cash to the account stated in the invoice at the latest when the invoice is issued. Invoices are generally payable immediately upon receipt without deduction. (Due date) From the 10th day after the due date, "Eugens" may charge a fee of € 25 for each reminder. In case of delay in payment, "Eugens" is entitled to charge the statutory interest and/or to terminate the contract.

3.8. The guest may only offset an undisputed or legally established claim against a claim of "Eugens".

#### 4. Right of withdrawal of the guest and "Eugens" after conclusion of the contract (cancellation, termination) / limitation of the guest's claim for damages in the event of impossibility of performance

4.1. The guest may withdraw from the contract at any time after conclusion of the contract under the following conditions. (Cancellation)

Depending on the date of receipt of the notice of cancellation, the client must reimburse the following flat-rate cancellation fees - each as a percentage of the agreed price:

- up to 90 days before arrival: 10%
- up to 45 days before arrival: 20%
- up to 28 days before arrival: 45 %
- up to 21 days before arrival: 55%
- up to 7 days before arrival: 75%
- less than 7 days before arrival: 100%

The amount of the flat-rate cancellation costs takes into account the average saved expenses and the usually possible alternative use of the booked accommodation. The guest is free to prove that the damage incurred by the apartment house in the specific case is significantly lower than the requested compensation lump sum. The apartment house is entitled to claim and prove the actual damage incurred instead of the lump sum amounts. If the guest does not make use of the booked apartment - and no cancellation notice has been received by "Eugens" - the compensation conditions apply accordingly.

4.2. The "Eugens" shall be entitled to withdraw from the contract / terminate the contract without notice for the following reasons:

- the guest does not appear on the agreed arrival day -without a later arrival time having been agreed - until 08:00 p.m. and has not withdrawn from the contract by that time either
- a security deposit agreed in accordance with section 3.4. or the down payment or the payment of the agreed fee is not made by the guest within a period set for this purpose after the due date
- at any time for good cause, particularly if, for example, force majeure, official prohibitions or other circumstances for which "Eugens" is not responsible make it impossible to fulfill the contract, or if, for example, the booking was made under misleading or false statements of material facts, e.g. regarding the person of the guest or the purpose, or if, for example, there is reasonable suspicion that the smooth operation of the business, the safety or the reputation of the Eugens Apartment House in public may be endangered, without this being attributable to "Eugens", or in the event of use not in accordance with the contract, in particular in accordance with section 3.

In these cases, the guest has to refund the agreed price insofar as the apartment could not be re-rented during the guest's contract period. Even in the case of a possible new lease, the "Eugens" is entitled to claim its specific damage. In these cases, the guest cannot claim damages.

4.3. The cancellation notice of the guest / customer or the Eugens must be in writing (letter, fax, e-mail) and must be received by the respective contractual partner.

4.4. If it has become impossible for "Eugens" to provide an apartment for reasons for which "Eugens" is responsible (e.g. overbooking), the guest's proven claim for damages shall be limited to a maximum of 120% of the contract sum.

#### 5. Liability of "Eugens"

5.1 Our liability for breaches of contractual obligations and for tort shall be limited to intent and gross negligence. This does not apply in case of injury to life, body or health of the guest, in case of claims due to violation of essential contractual obligations, in case of fraudulent intent and in case of quality guarantees. The customer is obliged to do what is reasonable to eliminate the problem and to keep any possible damage as low as possible.

5.2. "Eugens" shall be liable to the guest for items brought in according to the statutory provisions, namely up to one hundred times the apartment price per day, up to a maximum of € 3,500, and for money, securities and valuables up to Euro 800. The liability claims expire if the guest does not notify "Eugens" immediately after becoming aware of the loss, destruction or damage (§ 703 BGB (German Civil Code)). Liability arises only if the rooms where the items were left were locked.

5.3. Items left behind will only be forwarded at the request, risk and expense of the customer. The "Eugens" keeps the items for three months, after which they are handed over to the local lost and found office if there is a recognizable value. Provided that there is no recognizable value, the hotel reserves the right to destroy the goods after the deadline has expired.

#### 6. Final provisions

6.1. Amendments or supplements to the contract, the acceptance of the application or to these terms and conditions must be made in writing. A change of the form also requires the written form. Unilateral changes or additions by the guest are invalid.

6.2. The place of performance and payment shall be the registered office of "Eugens".

6.3. The exclusive place of jurisdiction - also for disputes relating to checks and bills of exchange - in commercial transactions shall be the registered office of "Eugens". If a contractual partner fulfills the requirements of § 38 I ZPO (German Code of Civil Procedure) and does not have a general place of jurisdiction within the country, Stuttgart shall be the place of jurisdiction.

6.4. This agreement shall be subject to German law. The application of the UN Convention on Contracts for the International Sale of Goods and Conflict of Laws is excluded.

6.5. Should individual provisions of these General Terms and Conditions for guest accommodation be or become invalid, this shall not affect the validity of the remaining provisions.

As of 10/24/2020