

General Terms and Conditions of Business, Performance and Payment TEST Berlin GmbH

1.) Scope

1.1. The business relations between TEST GmbH (hereinafter TEST) and the customer shall be exclusively governed by these Terms and Conditions as amended until the date of the booking request. TEST will not accept any terms of the customer which differ from these Terms and Conditions, unless TEST has expressly agreed to such terms in writing.

2.) Conclusion of the Accommodation Agreement

2.1. The binding request of the customer, to which the customer is bound for two weeks, is a binding offer to TEST for the conclusion of an Accommodation Agreement.
2.2. When the customer sends a binding booking request to TEST, TEST will confirm the receipt of the request by TEST stating its details (confirmation of receipt) to the e-mail address of the customer where provided, or to the postal address or facsimile number of the customer where only such was provided. The confirmation of receipt does not constitute any acceptance of the customer's offer, but is solely meant to inform the customer that TEST has received their booking request.
2.3. The Accommodation Agreement is concluded only when TEST sends an express booking confirmation by e-mail, facsimile or post. By sending this express booking confirmation, TEST accepts the customer's offer.

3.1) Subject matter of Agreement

3.1. The customer and TEST conclude an Accommodation Agreement concerning the provision of lodging and / or board of an official or business nature and governing such accommodation including additional services connected thereto which TEST reserves and / or books with the hotel trade in its own name and for its own account for the customer. The settlement of payment for the performance rendered by TEST in preparing, entering into and carrying out such reservations / bookings for the customer shall be effected exclusively by or through TEST.

3.2. The customer and / or hotel guest is obliged to take up the rooms booked / reserved by TEST in its own name and for its own account with the hotel trade at the time and for the period ordered and to pay TEST the remuneration agreed with TEST for the same.

3.3. The scope of the services to be performed under the Agreement ensues in principle from the binding booking confirmed by TEST. Alterations and supplementary agreements which affect the scope of the performance require written confirmation by TEST.

TEST accepts no liability for such services as the customer agrees directly with the hotel enterprises.

4.) Prices / Terms of Payment

4.1. The prices agreed between TEST and the customer and charged by TEST are final prices including value added tax and they cover exclusively such services as have been contractually agreed. The remuneration due to TEST for additional services (for example for providing food, service, etc.) will be charged separately. The value added tax included in the final price will be shown separately. In event of a statutory VAT increase, we are authorized demand the resulting difference to the amount of the original invoice.

This provision does not apply where a relevant separate written agreement has been concluded with the customer.

4.2. The customer may pay the prices calculated by TEST by invoice, credit card or direct debit. Unless notified otherwise, these payment methods are available only for customers from Germany. TEST reserves the right to exclude certain payment methods for specific offers or customers. Payment modalities and terms are stated and explained for each booking request.

4.3. Where payment is made by credit card or direct debit, the payment is debited from the customer's account at the earliest time possible after the acceptance of the customer's offer by TEST. TEST will never directly request credit card details from the customer, e.g. by e-mail. Payment by credit card is always made through secure sites (SSL encryption). The customer will disclose his credit card details only in this secure environment.

4.4. Where payment is made through direct debit, the payment will be debited electronically. The customer hereby consents to the direct debiting of payments from their account. If a direct debit is not carried out by a bank, TEST will charge EUR 15.00 for costs incurred. Partial debits will not be accepted.

4.5. The part payments laid down in the binding booking confirmed by TEST are to be paid by the customer when due. The deadline is only observed where the invoice amount is credited to TEST at latest on the day the deadline expires. After the use of the service TEST will make out a final account. The invoice amount is payable to TEST within 14 days after receipt of the invoice.

4.6. If the customer is in default with the settlement of an agreed part payment or any other agreed payment obligation, TEST is entitled, after previously demanding payment and setting a deadline of at least 14 days with the threat of rescission / repudiation, to refuse the payment after the expiry of the time limit and to demand damages for non-fulfilment or to withdraw from the Agreement.

If TEST claims damages for non-fulfilment, the damages are determined taking account of the usual savings in expenses and the usual possible earnings from the diverted use of the booked services and performance. The flat rate for damages is as follows:

- up to 12 months before arrival, 15% of the total price
- up to 6 months before arrival, 20% of the total price
- up to 3 months before arrival, 25% of the total price

thereafter 100% of the total price.

TEST can claim higher damages than agreed in the flat rate set for damages if TEST can prove that higher damages have been incurred. If the customer claims that TEST has suffered lower damages than agreed in the flat rate set for damages, then the customer has to prove this.

5.) Price alterations

5.1. TEST is entitled to alter the prices agreed in the confirmed booking if the accommodation costs are increased by the hotel enterprise with which TEST 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.

5.2. In the event of a subsequent price alteration or an alteration to a substantial service or performance, the customer will be informed without delay as soon as such a change becomes known. Where prices rise by more than 10% per calendar year or where a substantial service or performance is considerably altered, the customer is entitled to withdraw from the Agreement at no cost or to demand to stay in an equivalent hotel enterprise if TEST is in a position to offer such a hotel enterprise from its range of offers without additional cost to the customer. The customer has to claim his

rights from TEST in writing without delay after the declaration from TEST concerning the price or performance alterations.

6.) Termination, cancellation, withdrawal

6.1. The customer can withdraw from the agreement up to the beginning of the stay (arrival day).

6.2. Each termination, cancellation or withdrawal has to be given to the recipient in writing. The wish or the demand that a concluded agreement should be cancelled as equal to a declaration of withdrawal.

6.3. If the customer withdraws from the Accommodation Agreement or if he does not avail himself of the agreed services and performance, TEST is entitled to demand flat rate withdrawal expenses as fair compensation for the bookings affected and the expenses incurred in connection therewith. The amount of the flat rate withdrawal expenses is determined taking account of the usual savings in expenses and the usual possible earnings from the diverted use of the booked services and performance.

The flat rate withdrawal expenses in the event of withdrawal are as follows:

- up to 12 months before arrival, 15% of the total price
- up to 6 months before arrival, 20% of the total price
- up to 3 months before arrival, 25% of the total price

thereafter 100% of the total price.

If the customer does not avail himself of the services or performance or if he withdraws from the Agreement on the first day of the booking (arrival day) on grounds for which TEST is not responsible, then TEST retains its claim to full remuneration.

TEST can claim higher damages than agreed in the flat rate set for withdrawal expenses if TEST can prove that higher damages have been incurred.

If the customer claims that TEST has suffered lower damages than agreed in the flat rate set for withdrawal expenses, then the customer is at liberty to prove this.

6.4. TEST can withdraw from the Accommodation Agreement before the customer's arrival for the period booked without giving grounds for indemnification and without observing any period of notice where the agreed performance becomes impossible because the hotel enterprise with which TEST had made a booking for the customer has given up its business or the hotel enterprise cannot provide the agreed performance on grounds of force majeure (fire, storm, strike, etc.) or because the hotel enterprise cannot or will not provide the agreed performance on grounds for which TEST is not responsible.

In such case TEST reserves the right to offer the customer an equivalent hotel enterprise if TEST is in a position to offer such a hotel enterprise from its range of offers without additional cost to the customer.

6.5. The customer and TEST retain the right to cancel the Accommodation Agreement without notice for good cause in exceptional cases.

6.6. 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 one party, in particular where a party is prevented for personal or business reasons, do not justify an exceptional case for cancellation.

7.) Liability, default, claims for compensation

7.1. TEST is not liable towards the customer for bad, defective or non-performance on the part of the hotel enterprise. Should the customer or beneficiaries through his booking depart early, the customer is liable towards TEST for all damages resulting therefrom, special terms granted to the customer (for example price reductions) then become null and void.

7.2. If TEST withdraws from the Accommodation Agreement under Item 5.4. and if TEST can offer no adequate hotel enterprise or if the customer cancels the Agreement for good cause without notice under Item 5.5., then all payments made up to that point will be repaid by TEST to the customer.

Liability on the part of TEST for all further damages incurred by the customer is excluded.

7.3. In so far as the customer concludes the booking / reservation agreement with TEST for himself and or third parties (for example employees or members of his business), he has to let TEST have a list with all the names of the persons for whom the bookings / reservations made by TEST with the hotel enterprise are to be valid by one month at the latest before the arrival day (1st day booked / reserved). If this list is not delivered in time and if as a result the hotel enterprise fails to book / reserve or makes wrong bookings / reservations, then all liability on the part of TEST towards the customer is cancelled without the customer's agreed payment obligation towards TEST being thereby affected.

7.4. TEST is to be informed of complaints and other objections made by the customer referring to the hotel enterprise within two weeks after the end of the stay (for example, departure day). TEST will check these objections and, where they are justified, will endeavour to obtain an appropriate reduction in payment. These endeavours have no influence on the obligation as such and the payment date for payment obligations undertaken by the customer towards TEST. Reductions in payment which TEST succeeds in obtaining for the customer from the hotel enterprise will be reimbursed by TEST to the customer.

7.5. The party entitled to compensation for damages in terms of ART. 254 of the German Civil Code (BGB) has to endeavour actively in every case and at all times to keep damages as low as possible. In every case of termination / cancellation or withdrawal, TEST will endeavour to find an alternative allocation for the ordered / rented room.

8.) Escape clause, place of performance, jurisdiction

8.1. The invalidity of individual provisions of the Accommodation Agreement and / or the contractual conditions does not result in the invalidity of the Accommodation Agreement as a whole. In such a case the contracting parties will come to a supplementary and valid individual agreement which comes closest to the legal and economic intent and purpose of the invalid provisions.

8.2. Place of jurisdiction for summary proceedings for payment and for all disputes arising under 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 as well as for all merchants entered in the commercial register and for liabilities proceedings is Berlin.

It is agreed that German law shall apply to all the aforementioned disputes.