

## **General terms and conditions**

### § 1 Scope

1. These terms and conditions shall govern all contracts for the rental use of furnished apartments for lodging purposes as well as all other related goods and services rendered by PM-AM Apartments GmbH for the Customer.
2. Services shall be provided solely based on these general terms and conditions; conflicting or differing general terms and conditions of the Customer shall not be recognised, unless they were explicitly approved by us.

### § 2 Conclusion of contract, contracting parties, subletting and reletting

1. PM-AM Apartments GmbH shall let a serviced apartment to the Customer solely for lodging purposes and solely for temporary use.
2. The contract shall be concluded when PM-AM Apartments GmbH accepts the Customer's request. PM-AM Apartments GmbH shall be free to confirm in writing the Customer's booking.
3. If the reservation confirmation and the Customer's request differ contentwise, the differing content of the reservation confirmation shall become binding for the Customer and PM-AM Apartments GmbH if the Customer does not object in writing within one week after receiving the reservation confirmation. PM-AM Apartments GmbH shall be obliged to explicitly advise the Customer of this at the start of the period.
4. PM-AM Apartments GmbH and the Customer shall be the contracting parties. If a third party, especially a contracting entity or employer, has made the booking on behalf of the Customer, said third party shall be liable to PM-AM Apartments GmbH together with the Customer as the co-debtor for all obligations from the lodging contract, provided that PM-AM Apartments GmbH has obtained a separate explicit declaration of the third party.
5. Subletting or reletting of the let serviced apartments as well as invitations to interviews, sales events or similar events shall require written consent of PM-AM Apartments GmbH. § 540 paragraph 1 sentence 2 of the German Civil Code shall be explicitly excluded if the Customer is an entrepreneur.

### § 3 Services, prices, payment terms

1. PM-AM Apartments GmbH shall be obligated to provide the serviced apartment booked by the Customer or an equivalent replacement and to render the agreed services.
2. The Customer shall be obligated to pay the agreed or standard prices of PM-AM Apartments GmbH for the serviced apartment and other services used.
3. Due to the use of the apartment only being temporary, the agreed rental price shall include all ancillary costs under the German Regulation on Operating Costs, including consumption-dependent costs such as those for electricity, heating and water, as a

lump sum. The Booker/Renter shall especially agree, due to the use of the apartment only being temporary, that heating and water heating costs are charged at a flat rate.

4. The agreed prices shall include the respective statutory value-added tax. If the period between conclusion and fulfilment of the contract exceeds four months and the price generally charged by the lodging establishment for the services concerned increases, said lodging establishment may increase the contractually agreed price adequately, but not by more than 10 %.
5. The City Tax, also described as a culture tax, bed tax or visitors tax, shall not be included in prices and shall be charged additionally in accordance with official provisions of the respective municipality/town/city.
6. The Lodging Establishment may also change prices if the Guest retroactively wishes to modify the number of booked apartments, the services of the Lodging Establishment or the duration of the Guest's stay and the Lodging Establishment agrees to these modifications.
7. If the rental period is longer than one month, the agreed amount shall be paid monthly in advance, at the latest on the third working day of the month, to the account of PM-AM Apartments GmbH that is specified in the lodging contract. Otherwise, invoices of PM-AM Apartments GmbH without due date shall be payable without deduction within 10 days after receipt of the invoice. PM-AM Apartments GmbH shall be entitled to declare at any time its accruals receivable to be due and to demand immediate payment thereof. In case of late payment, PM-AM Apartments GmbH shall be entitled to claim interest for late payment at 8 % above base rate or 5 % for transactions involving a consumer. PM-AM Apartments GmbH expressly reserves the right to provide evidence of higher damages.
8. A fee of 5.00 € shall be charged for every reminder after the occurrence of default. The Customer shall be free to provide evidence that no such costs are incurred or that they are not as high as is claimed.
9. PM-AM Apartments GmbH shall be entitled to demand a reasonable prepayment and/or security upon conclusion of the contract or thereafter. The amount of prepayment and dates for payment may be agreed upon in writing in the contract. The provision of credit card details may also serve as security. In this case, PM-AM Apartments GmbH shall be entitled to collect the respective agreed amount via credit card if the Customer fails to meet payment dates.
10. The Customer may only offset claims that are undisputed, legally enforceable or ready for decision against those of PM-AM Apartments GmbH. If the Customer is an entrepreneur, he or she may also only reduce the rent if the right for a price reduction is undisputed or legally enforceable.
11. If the Customer has delivered security by providing credit card details, PM-AM Apartments GmbH shall be entitled to also collect via the Customer's credit card, after sending a corresponding invoice, the costs for the additional services used by the Customer, like those for final cleaning and/or extra cleanings.

#### § 4 Smoking ban

1. The accommodations/apartments/rooms of PM-AM Apartments GmbH are non-smoking areas. Therefore, smoking shall be forbidden in the apartments. In the event

of a violation of this rule, PM-AM Apartments GmbH shall be entitled to cancel without notice the contract. Furthermore, PM-AM Apartments GmbH may charge costs of at least 80.00 € net for an extra final cleaning due to the smell of nicotine in the apartment, if necessary.

## § 5 Provision and vacation

1. Unless otherwise agreed, the Customer shall not be entitled to the provision of a specific accommodation/apartment/room.
2. Booked accommodations/apartments/rooms shall be available to the Customer from 03:00 pm on the agreed day of arrival. The Customer shall not be entitled to an earlier provision.
3. The accommodation/apartment/room of PM-AM Apartments GmbH shall have to be vacated by 11:00 am on the agreed day of departure. If it is vacated at a later time, PM-AM Apartments GmbH may charge 50 % of the daily price of the accommodation/apartment/room due to the delay, provided that it is vacated by 06:00 pm. If it is vacated after 06:00 pm, the full daily price for the following day may be charged. Contractual claims of the Customer shall not be established hereby. The Customer shall be free to provide evidence that PM-AM Apartments GmbH did not sustain any damage or that substantially less damage was sustained.
4. When vacating the apartment, it shall have to be in the same condition as at the time the Customer arrived. The Customer shall have to remove all personal items from the apartment and to dispose of the food that was brought to the apartment.
5. For insurance reasons, PM-AM Apartments GmbH asks the Customer to lock the door to the apartment after leaving it.

## § 6 Withdrawal and cancellation

The following cancellation policy applies to the Customer:

Segment	Free of charge	Chargeable
<b>Short- Stay</b> (2-6 overnight stays)	48 hrs. prior to arrival	In the event of a late cancellation, early departure or no-show, the full instalment/rent shall be charged as agreed.
<b>Middle- Stay</b> (7-28 overnight stays)	7 days prior to arrival	
<b>Long- Stay</b> (29+ overnight stays)	14 days prior to arrival	After that, a payment for 28 nights according to the agreed instalment/rent shall be charged. The same shall apply to no-shows or early departures.

1. A cancellation shall have to be submitted in writing (via email, letter or fax) to PM-AM Apartments GmbH.
2. If there is a special agreement in writing between PM-AM Apartments GmbH and the Customer about a withdrawal from the contract, the Customer may withdraw from the contract until the agreed date without causing claims for payment or damages by PM-

AM Apartments GmbH. The right of withdrawal of the Customer shall lapse if the latter does not exercise it in writing in relation to PM-AM Apartments GmbH by the agreed date.

3. If there is an agreement in writing about a free right of withdrawal of the Customer within a specified period, PM-AM Apartments GmbH for its part shall also be entitled to withdraw from the contract within that period if other customers request contractually booked apartments and the Customer does not abandon the right of withdrawal upon inquiry by PM-AM Apartments GmbH.
4. If an agreed prepayment is still not made or a security is still not provided after the expiry of a reasonable grace period set by PM-AM Apartments GmbH, PM-AM Apartments GmbH shall be entitled to withdraw from the contract. In this case, the Customer shall have to pay cancellation and processing fees according to § 6 paragraph 2 to PM-AM Apartments GmbH.
5. Furthermore, PM-AM Apartments GmbH shall be entitled to withdraw from the contract extraordinarily if there is an objective justification, for example if
  - force majeure or other circumstances that are beyond the reasonable control of PM-AM Apartments GmbH render fulfilment of the contract impossible;
  - apartments are booked by providing misleading or incorrect information about facts that are essential to the contract, such as those relating to the Customer's person or the purpose;
  - PM-AM Apartments GmbH has reasonable grounds to consider that utilisation of the booked apartments might disturb the peace, jeopardise the safety or damage the public image of PM-AM Apartments GmbH, where this is not attributable to the domain or the organisation of PM-AM Apartments GmbH.

## § 7 Loss or damage of items brought along

1. The Customer may bring items to the rented accommodation/apartment/room at own risk. PM-AM Apartments GmbH shall not be liable for loss, destruction or damage, neither for pecuniary losses, except in cases of gross negligence or intent of PM-AM Apartments GmbH. This provision shall not cover damages from injury to life, body or health. Furthermore, all cases where safekeeping is an essential contractual obligation due to the circumstances of the individual case shall be excluded from this exemption from liability.

## § 8 Technical installations and connections

1. Use of the Customer's own electrical devices that are not everyday objects using the electricity network of the accommodation/apartment/room shall require written consent of PM-AM Apartments GmbH. The Customer shall be liable for disturbances that occur or damages to the technical facilities of the apartment as a result of the use of the Customer's devices, unless PM-AM Apartments GmbH is responsible for them.
2. The Customer shall have the right to use telephones, faxes and data transmission equipment available in the accommodation/apartment/room. The Customer shall have

to pay fees resulting from the use along with the agreed rent if costs arise through said use that exceed the flat rate set by PM-AM Apartments GmbH. Naturally, use of the Customer's own mobile phones shall be free and allowed.

3. Illegal file sharing via the internet connection provided by PM-AM Apartments GmbH shall be forbidden. This shall include any upload or download of copyrighted music, movie or software files. The Customer shall be liable for all damages sustained by PM-AM Apartments GmbH and/or the copyright holder due to the Customer's infringement.
4. Malfunctions of technical or other installations provided by PM-AM Apartments GmbH shall be immediately remedied, if possible. Payments cannot be withheld or reduced, unless PM-AM Apartments GmbH is responsible for these malfunctions.

## § 9 Access of PM-AM Apartments GmbH

1. PM-AM Apartments GmbH shall be entitled to access the rented accommodation/apartment/room for repair work, checks of electricity and water meters and viewings of potential successor renters after consultation with the Customer. In cases of imminent danger, PM-AM Apartments GmbH shall also be entitled to access the apartment without consultation with the Renter.

## § 10 Liability of the customer for damages

1. If the Customer is an entrepreneur, he or she shall be liable for all damages to the building or inventory that are caused by visitors, colleagues or other third parties associated with the Customer or by the Customer himself/herself.
2. Upon check-in, the Customer shall be given an inventory list that must be countersigned. The Customer shall have to pay at fair value the costs for the items that are no longer available after vacating the apartment.
3. PM-AM Apartments GmbH may require the Customer to provide reasonable securities (e.g. insurances, deposits, guarantees). The provision of credit card details may also serve as security. In this case, PM-AM Apartments GmbH shall be entitled to collect via the Customer's credit card the costs to make good the damage to the accommodation/apartment/room culpably caused by the Customer or possible roommates or visitors. PM-AM Apartments GmbH shall determine in advance the costs to make good damages by getting a cost estimate of specialist craftsmen.
4. The Customer shall be obligated to contribute as can reasonably be expected to remedying the problem and to minimising a possible damage.

## § 11 Liability of PM-AM Apartments GmbH

1. PM-AM Apartments GmbH shall be liable with all diligence usual in ordinary business for its obligations under the contract. Claims of the Customer for damages shall be excluded. This provision shall not cover damages from injury to life, body or health where PM-AM Apartments GmbH is responsible for the breaches of duty, other damages based on an intentional or grossly negligent breach of duty of PM-AM

Apartments GmbH and damages based on an intentional or grossly negligent breach of essential contractual obligations of PM-AM Apartments GmbH. A breach of duty of PM-AM Apartments GmbH shall be equal to a breach of a legal representative or vicarious agent. If any problems or deficiencies in relation to the services of PM-AM Apartments GmbH occur, the latter shall make efforts to remedy the situation upon being informed of it or at the behest of the Customer.

2. PM-AM Apartments GmbH shall be liable towards the Customer for personal property of up to 3,000.00 € as well as for cash, securities and valuables of up to 1,000.00 €. Cash, securities and other valuables of up to 1,000.00 € may be stored in a safe. PM-AM Apartments GmbH recommends to make use of this option. Liability claims towards PM-AM Apartments GmbH shall lapse if the Customer does not immediately inform PM-AM Apartments GmbH of a loss, destruction or damage upon gaining knowledge of it.
3. If the Customer is provided a parking space in a garage or other car park, including for a fee, no safekeeping contract shall be established thereby. In the event of loss or damage of vehicles parked or manoeuvred in the car park or of their contents, PM-AM Apartments GmbH shall not be liable, except in cases of intent or gross negligence. The provisions set out under paragraph 1 sentences 2 to 4 above shall apply accordingly. Possible damages shall have to be notified immediately.
4. All claims against PM-AM Apartments GmbH shall generally become statute-barred one year from the beginning of the standard limitation period under § 199 paragraph 1 of the German Civil Code. Claims for damages, notwithstanding knowledge or a grossly negligent lack of knowledge, shall become statute-barred five years from the date on which they arose. The above-mentioned shortenings of limitation periods shall not apply in the case of an injury to life, body, health or liberty as well as for claims based on an intentional or grossly negligent breach of duty of PM-AM Apartments GmbH, its legal representatives or vicarious agents.

## § 12 Privacy protection

1. Our company regularly checks your creditworthiness when concluding contracts and, in certain cases where there is a legitimate interest, also for existing customers. For this purpose, we cooperate with Creditreform Boniversum GmbH, Hammfelddamm 13, 41460 Neuss, from which we receive the data required for this purpose. For this purpose, we transmit your name and contact details to Creditreform Boniversum GmbH. The information pursuant to Art. 14 of the EU Data Protection Regulation on the data processing carried out at Creditreform Boniversum GmbH can be found here: <https://www.boniversum.de/eu-dsgvo/informationen-nach-eudsgvo-fuer-verbraucher/>

## § 13 Final provisions

1. Any modifications of or additions to the contract, request acceptance or these terms and conditions for the rental of apartments shall be made in writing. Unilateral modifications or additions by the Customer shall be void.
2. The registered office of PM-AM Apartments GmbH shall be place of performance and payment. If the Customer is a businessman, the registered office of PM-AM Apartments GmbH shall be exclusive place of jurisdiction, including for disputes about cheques and bills of exchange. If a contracting party meets the requirements of § 38 paragraph 2 of