

General Terms and Conditions of Business, Performance and Payment

1. Conclusion of the Agreement

1.1. With the binding booking the customer makes a legally binding offer to ConQuest to conclude an Accommodation Agreement.

1.2. The accommodation Agreement comes into force on the written confirmation by ConQuest.

2. Subject matter of Agreement

2.1. The customer and ConQuest 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 ConQuest 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 ConQuest in preparing, entering into carrying out such reservations/bookings for the customer shall be effected exclusively by or through ConQuest.

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

3. Terms of Payment

3.1. The part payments laid down in the binding booking confirmed by ConQuest are to be paid by the customer when due. The invoice amount is payable to ConQuest within 10 days after receipt of the invoice.

3.2. If the customer is in default with the settlement of an agreed part payment or any other agreed payment obligation, ConQuest 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.

4. Termination, cancellation, withdrawal

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

4.2. Good cause which justifies cancellation of the Agreement in exceptional cases without notice are only those whose direct causes lie with the contracting parties and/or 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.

5. Liability, default, claims for compensation

5.1. ConQuest 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 ConQuest for all damages resulting therefrom, special terms granted to the customer (for example price reductions) then become null and void.

5.2. ConQuest 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 ConQuest 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 for which ConQuest is not responsible. In such case ConQuest reserves the right to offer the customer an equivalent hotel enterprise if ConQuest is in a position to offer such a hotel enterprise from its range of offers without additional cost to the customer.

5.3. If ConQuest withdraws from the Accommodation Agreement and if ConQuest can offer no adequate enterprise or if the customer cancels the Agreement for good cause, then all payments made up to that point will be repaid by ConQuest to the customer. Liability on the part of ConQuest for all further damages incurred by the customer is excluded.

5.4. ConQuest 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). ConQuest 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 ConQuest. Reductions in payment which ConQuest succeeds in obtaining for the customer from the hotel enterprise will be reimbursed by ConQuest to the customer.

5.5. The party entitled to compensation for damaged 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/cancellations or withdrawal, ConQuest will endeavour to find an alternative allocation for the ordered/rented room.

6. Escape clause, place of performance

6.1. 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 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.

6.2. Place of jurisdiction for summary proceedings for payment and for all disputes arising under the Accommodation Agreement and for liabilities proceedings is Düsseldorf.

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