

General Conditions of Contract for Tenants residing in Germany

1. General

These general conditions of contract are a component of the Contract between you (hereinafter called «Contract Partner») and us, the Tour Operator, namely:

Interhome AG
Sägereistrasse 27
CH-8152 Glattbrugg

2. Conclusion of the Contract

2.1 You will find all necessary information about the rental property, our services and prices etc. in the brochure or the identical electronically available information.

2.2 When booking (travel registration) you are offering us as operator a binding contract on the property selected by you. Bookings can be made electronically (eMail, Internet), in writing, verbally, telephonically or in a travel agency. When making electronic bookings, Interhome AG will immediately confirm the receipt of the booking electronically. Bookings are made for all participants mentioned therein. You, as our Contract Partner, are responsible for their contractual obligations as for your own obligations.

2.3 The Contract is concluded with the remittance of our acceptance declaration (booking confirmation). Acceptance does not require a specific form.

2.4 Should our acceptance declaration differ in content from your booking, this should be regarded as a new offer, which we will hold open for a period of ten days. The contract will be concluded on the basis of this new offer if you expressly accept this offer within the period of commitment or if 30 percent of the agreed price is deposited.

3. Payment/Secured Payment Certificate

Tour operators and travel agents can demand or accept payments of the travel price after the end of the tour only if the client has been given the secured payment certificate (§ 651K Section 3 BGB [German Civil Code]). After receipt of the booking confirmation and the secured payment certificate, a deposit of 30 percent of the rental must be made. Payment of the remaining amount is due 29 days before start of renting, as long as the secured payment certificate has been handed out. After paying the balance the traveller will be given the travel voucher. On arrival this travel voucher must be handed to the keyholder.

4. Services/Prices

4.1 Our services arise from our specification of services and price calculations. The contractually agreed services are listed in the information referring to these on our booking confirmation.

4.2 Subject to concrete statements our services and prices can be described in principle as follows:

4.2.1 If a property description indicates that there are several apartments in the property, all apartments will be the same. Within individual apartments dif-

ferences are possible. As an example, however, only one of the apartments offered is described.

4.2.2 The prices quoted are weekly or daily prices for the rental property for the relevant period.

4.2.3 The minimum rental period is 7 days. Day of arrival and departure is Saturday in each case. Any variation of the minimum rental period and/or the set day of arrival/departure is possible in principle, but this has to be agreed. A daily arrival/departure is only possible when specifically indicated.

4.2.4 Unless separately stated in the specification of services, the quoted prices include costs for laundry, normal electricity consumption, the local taxes and the final cleaning. In individual cases the electricity consumption is calculated with a consumption meter; this will be indicated in the services specification. Not included in the rental are additional services required by you such as additional cleaning, extra sheets, firewood etc and must be paid for at the location.

4.3 Infrastructure businesses (transportation, shops, restaurants, sport facilities etc.) that are mentioned in our brochure, on the travel confirmation and in the documentation are not part of our service responsibility. These businesses are solely responsible for decisions on business hours etc. The same applies to public and private supply companies (such as water and electricity providers). Also statements on weather conditions are no guarantee. Any obligations of disclosure, information and diligence on our part remain intact.

5. Changes to Services and Prices

5.1 The information (specification of services, price calculations) contained in our brochure and electronically available with the same context are binding on us. However, we expressly reserve the right to make changes before the conclusion of contracts. You will be notified of such changes at the latest with the booking confirmation.

5.2 Any changes or variations of individual services as agreed in the contract that become necessary after the conclusion of the contract and have not been caused by us in bad faith, are only permissible if these changes or variations are not significant and do not fundamentally comprised the contractually agreed services.

5.3 Possible claims for damages remain unaffected by the changes if the altered services contain shortcomings.

5.4 We retain the right to adjust the contractually agreed prices if taxes and duties on the services to be provided are increased or levied or if there is a change in the exchange rate applicable to the rental property and to charge the increase in the cost of the trip as long as the time between the conclusion of the contract and the start of the rental is more than four months. This right only applies if on the one hand these circumstances arose after the conclusion of

the contract and on the other hand were not foreseeable at the time of the contract conclusion. Price increases from the 22nd day before the start of renting onwards are not permissible.

5.5 In the event of a subsequent change in prices or a significant change of an essential service you have the right to withdraw from the contract within 10 days after receipt of the relevant information at no cost. Should you withdraw, any payments already made will be refunded immediately. Alternatively, you can request within 10 days that another rental property of the same value be made available at no extra cost provided we are able to make such an offer from our portfolio.

6. Arrival/Departure Times/Curtailment or Extension of Stay

6.1 If nothing else is stated in the information manual the arrival must be between 4 and 7 p.m. and departure until 10 a.m. Should you arrive after 7 p.m. the keyholder must be informed in good time. In general the keyholder is not obliged to be at your disposal for arrivals after 7 p.m. on the arrival day. You will find the address and contact numbers in your documentation.

6.2 Any extension of your stay must be coordinated with the booking office in good time.

6.3 Should you decide not to make use of services due to you according to the contract, you will have no claim for a reduction of the travel price. We will, however, endeavour to get a refund from the service providers for services not used. This obligation does not apply if the services are insignificant or if a refund is contrary to statutory or official provisions.

7. Cancellation/No-Show/Substitute/Change of Booking/Travel Cancellation Insurance

7.1 Cancellation/No-Show

You have the right to cancel before the start of the rental. The cancellation should be made to us. Should you have booked through a travel agency you can also make the cancellation through them.

Should you cancel at the start of your rental or if you do not make use of the rental property at the start of the rental, the rental due will not be claimed. Instead reasonable compensation of damages based on the rental, for travel arrangements already made and our expenses incurred up to the time of cancellation/no-show is payable unless we are responsible for the cancellation or it is due to force majeure. Interhome AG has calculated the following cancellation compensations taking the normal costs saved and the usually possible rental to others into account.

Fixed rate of compensation according to the above principles are of the rental, if the cancellation is made

- up to the end of the 43rd calendar day before start of rental: 10%;
- from the 42st calendar day to the end of the 29th calendar day before the start of rental: 50%

- from the 28th calendar day to the end of the 2th calendar day before the start of rental: 80%
- after the end of the 2th calendar day before the start of rental: 100%.

Notwithstanding the above fixed rate of compensation you are free to supply proof that Interhome AG incurred no or lesser damages.

Interhome AG retains the right to charge a higher, precisely calculated amount in damages instead of the fixed rate of cancellation compensation. In this case Interhome AG is obligated to precisely number and document the compensation claimed taking the costs saved and possible rebooking of the travel service into account.

7.2 Substitute

Until the start of the rental you can request that a third party enters into the rights and obligations of the rental agreement (substitute tenant). Interhome AG is entitled to object to the substitute by a third party if specific rental requirements, statutory provisions or official regulations oppose his participation.

Should a third party enter into the agreement then you and the third party are jointly liable for the rental and any additional costs incurred through the third party's entrance.

In the event that you supply a suitable substitute tenant or we are able to further rent the unit, the cancellation costs do not apply for the period of further rental.

7.3 Change of Booking

You are entitled to change your booking until the start of the rental. A change of booking is equal to a cancellation in conjunction with a new booking. Therefore you are liable for the fixed rate of compensation according to the above rules when changing your booking.

7.4 Travel Cancellation Insurance

Travel Cancellation Insurance is included in all booking prices. You will receive the insurance policy by the Mondial Assistance International AG. We recommend to conclude an additional travel health insurance and a baggage insurance.

8. Force Majeure

In the event of unforeseen force majeure the statutory regulation of § 651 j BGB [German Civil Code] applies which reads:

If the journey is materially hampered, endangered or negatively affected due to force majeure, which could not be foreseen when the contract was signed, both the tour operator and the traveller shall be entitled to terminate the contract in accordance with this provision.

If the contract is terminated in accordance with paragraph 1, the provisions of § 651 e paragraph 3 clauses 1 and 3, paragraph 4 clause 1 shall apply accordingly. The additional costs for the return transportation shall be shared equally by both parties. Other additional costs shall be borne by the traveller.

9. Rights and Obligations of the Contract Partners

9.1 You, as well as all other occupants must treat the rental property, its inventory and the existing communal facilities with care. Should there be a house order this has to be adhered to, in particular consideration towards neighbours must be maintained.

9.2 Unless otherwise stated you must pay a security deposit in the amount of €200.00 to the keyholder when collecting the key. The security deposit will be refunded if the rental property is returned in good condition.

9.3 Only the number of people registered may occupy the rental property. Additional occupants can be rejected by the keyholder or charged separately.

9.4 Cleaning the kitchen units and appliances and washing dishes and cutlery is your responsibility. These cleaning tasks are not part of the final cleaning. Should the cleaning of the kitchen units, dishes, cutlery and appliances not be done or not be done properly we are entitled to have the necessary cleaning done in addition to the final cleaning. The costs arising out of this are at your expense and will be deducted from the security deposit.

9.5 Should the Contract Partner or an occupant cause damage to the rental property, this must be reported to the keyholder immediately. The Contract Partner is liable for all damages caused to the rental property during the rental period by him, the other occupants or his guests.

10. Duty to give Notice of Defects/ Claims Notification Period

10.1 You can demand remedy if the rental property has not been made available according to the Contract. You are obligated to give notice of a defect that has occurred to the rental property without delay. This notice must be made exclusively to us or Interhome GmbH in Düren. Should a reported defect not be rectified or done so unsatisfactorily on site, despite having notified us, you must inform us of this without delay.

Should you fail to make notification you are not entitled to any reductions. This does not apply only if the reported defect, despite notification, can not be remedied or if notification proves to be objectively unnecessary or unacceptable on your behalf.

10.2 Should you want to cancel the contractual relationship because of a defect described in § 615c BGB [German Civil Code] according to § 651e BGB or for important reasons of unacceptability recognised as such by us, you must allow us a reasonable time for remedy. This does not apply only if remedy is impossible, if we refuse it or if the immediate cancellation of the Contract is specifically justified on your behalf and recognised as such by us.

10.3 You must assert any claims for damages arising from services not performed according to the Contract within one month after the contractually intended end of the rental period. This can only be done through us. After the expiry of the time period you may only assert claims for damages if you were unable to comply with this time period through no fault of your own.

10.4 Lessor, keyholder and booking agencies are not entitled to recognise claims and make legally binding declarations.

11. Liability/Limitation

11.1 The contractual liability of Interhome AG for all but personal injury including infringements on personal sexual orientation, is limited to three times the rental if

- a) damages were caused to the Contract Partner neither deliberately nor through gross negligence or
- b) Interhome AG as tour operator is solely responsible for a damage to the Contract Partner caused by negligence of one of the service providers.

11.2 The liability in tort of Interhome AG for material damage is limited to three times the rent as long as these were not caused deliberately or through gross negligence. This maximum amount of liability applies to each rental property.

11.3 A damages claim is limited or excluded to the extent that, owing to international agreements or statutory provisions applicable to the services due by the service provider, a claim for damages can only be asserted or excluded under certain conditions and limitations.

11.4 A period of limitation of one year is agreed to for claims arising from this contract. The limitation period begins on the last day of the contractually intended rental period. The expiry of the limitation period is suspended after the assertion of claims until the day when we either reject your claim or the continuation of its negotiations, in writing.

12. Passport, Visa and Health Regulations

12.1 Different regulations on entry, passport, visa and health apply to stateless tenants and to those of various nationalities, which are set by their country of origin on the one hand and the country where the rental property is located on the other hand. You will have to make inquiries about this yourself, possibly at the relevant consulate.

12.2 Should Interhome AG have been charged with the procurement of the necessary visa it is not liable for their timely issuance by and receipt from the diplomatic representative responsible unless Interhome has neglected its duties.

13. Additional Information

13.1 The German language version of the contract conditions is always authoritative even if the conditions have been released in other languages.

13.2 The invalidity of individual provisions of this Contract does not affect the validity of the Contract as a whole.