

General Terms and Conditions for Online Purchases from 25hours Hotel Company GmbH

1. Applicability

These General Terms and Conditions apply to all contracts for the purchase of goods from 25hours Hotel Company GmbH (hereinafter referred to as 25hours Hotels) concluded via the website of 25hours Hotels, www.25hours-hotels.com. Any deviating terms and conditions shall only apply if they have been agreed in writing between 25hours Hotel Company GmbH and the client.

2. Contractual partner

The contractual partner of the client is:

25hours Hotel Company GmbH, Singapurstraße 1, 20457 Hamburg

registered in the commercial register of the local court of Hamburg under HRB 114012

Managing director: Christoph Hoffmann

Tel.: +49 40 25 77 77 250

E-mail: contact@25hours-hotels.com

Website: www.25hours-hotels.com

3. Offer

The presentation of the offers on the website does not represent a binding offer on the part of 25hours Hotels. All offers are non-binding in terms of their price and content.

4. Order process | Conclusion of contract | Payment | Delivery | Withdrawal

I. The order process for orders placed via the online shop of 25hours Hotels consists of several steps. In the first step, the client selects goods and clicks on them to add them to the basket. Once the client has finished selecting goods, the client can continue the order process by clicking on the

'Checkout' icon. In the next step, the client enters his/her personal data and billing address, as well as a delivery address if the two are not identical. The client will be notified if any fields have not been filled in or if there are any errors in the fields. The client can then submit the order to 25hours Hotels by clicking on 'Buy now'; this will forward the client to the payment stage. In this step, the client clicks on the matching icon to select the payment method (Mastercard or VISA). After filling in the fields, the client can complete the order process by clicking on 'Pay'. This will redirect the client to the order page. Here, the client can see an overview of the order.

II. The contract with 25hours Hotels shall only be concluded once 25hours Hotels e-mails the purchaser a written confirmation of its receipt of the order. The confirmation will also include details of the order. If the purchased good is a voucher, the order confirmation will contain a voucher number which is stored in a database by 25hours Hotels.

III. The purchase price plus shipping costs shall then be payable immediately upon receipt of the order confirmation. Payment shall be rendered electronically by credit card (VISA or Mastercard) under the name provided by the purchaser.

IV. The goods shall be sent to the purchaser – or a third party named by the client during the order process – immediately after the purchase price is credited to 25hours Hotels.

V. The goods shall remain the property of 25hours Hotels until the purchase price is paid in full. Until a voucher has been paid for in full, no rights can be derived from it.

VI. 25hours Hotels shall be entitled to withdraw from the contract if the purchaser should default in payment of the purchase price for longer than 14 days.

5. Availability of goods

If the goods are not available when the order is submitted, 25hours Hotels reserves the right not to accept the order for the goods; no contract would then be concluded. The client shall be informed accordingly. Any payments that have already been rendered shall be refunded to the client immediately.

6. Prices and shipping costs

All prices are final and include statutory VAT. Shipping costs vary from order to order. The shipping costs include packaging and delivery costs for the article(s). Optionally, the client can select insured delivery. Before completing the order process, the client shall be informed of the exact shipping costs after entering his/her data.

7. Special provisions for vouchers

If the purchased good is a voucher, the provisions of sections I to III shall also apply.

I. Validity of vouchers

Every voucher has a validity period of three years as of 01 January of the year following the one in which the voucher was issued. A voucher can only be redeemed once.

II. Redemption of vouchers | Redemption of vouchers for cash

- a) Vouchers which have been issued for a specific service (service vouchers) may not be redeemed for other services available from 25hours Hotels than those described on the service voucher.
- b) Vouchers which have been issued for a certain monetary value (value vouchers) can be redeemed in exchange for any service.
- c) Vouchers cannot be redeemed for cash.

III. Payment of the difference after price increases

In the event of a price increase taking place

between the issuance and redemption of a service voucher, the price difference must also be paid.

8. Right to cancel

If the client is a natural person concluding a transaction for a purpose which cannot be connected to his/her commercial or independent professional activity (a consumer), the client shall have a right to cancel under Section 312g in connection with Section 355 of the German Civil Code (BGB). Please refer to the annexed cancellation policy with regard to the requirements and legal consequences of the right to cancel.

9. Guarantee

The guarantee is subject to the statutory provisions. The guarantee shall not apply if used goods are the subject of the order and if the client is not a consumer. If the client is a consumer, the guarantee period for the purchase of used goods shall be one year.

10. Limitation of liability

- I. 25hours Hotels shall be liable for intent and gross negligence. Furthermore, 25hours Hotels shall be liable for the negligent breach of duties which must be fulfilled before the contract can be duly executed, the breach of which jeopardises the pursuit of the purpose of the contract and on the fulfilment of which the client can normally rely. In the latter case, however, 25hours Hotels shall only be liable for the typical foreseeable damage for this type of contract. 25hours Hotels shall not be liable for the ordinarily negligent breach of other duties than those specified above.
- II. These limitations of liability shall not apply in the event of injury to life, limb or health. Liability under the German Product Liability Act (ProdHaftG) remains unaffected.
- III. Sections I and II apply to the liability of the elements of 25hours Hotels as well as their vicarious agents and assistants, especially employees.



twenty five hours hotels

IV. Any existing manufacturer's guarantees are to be dealt with between the client and the manufacturer under the guarantee conditions set out by the manufacturer. Any resulting claims are to be filed against the manufacturer.

V. In light of the current state of the art, the transmission of data over the internet cannot be guaranteed to be error-free and/or available at all times. In this regard, 25hours Hotels is not liable for the continuous or uninterrupted availability of the website of 25hours Hotels.

11. Data protection

As client data, the data of the purchaser shall only be collected, stored and used in order to fulfil the order. The bases of this are the applicable data protection provisions of the German Federal Data Protection Act (BDSG) and the German Tele Services Data Protection Act (TDDSG). Additionally, please refer to our data protection statement:

<http://www.25hours-hotels.com/en/company/privacy-policy.html>

12. Final provisions

- I. The place of fulfilment and payment is the Free and Hanseatic City of Hamburg.
- II. The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods. This does not

affect mandatory provisions of the country in which the purchaser is habitually resident.

III. If the purchaser has no place of general jurisdiction in Germany, if the purchaser moves his/her abode abroad after the conclusion of the contract or if the abode of the purchaser is unknown when a lawsuit is filed, the place of jurisdiction for all disputes arising from the purchase contract shall be the Free and Hanseatic City of Hamburg.

IV. If any provision of these General Terms and Conditions should be or become ineffective or conflict with the statutory provisions, this shall not affect the remaining provisions of this Agreement. In place of the ineffective or unenforceable provision, an effective and enforceable provision which best approximates the economic purpose pursued by the parties through the ineffective or unenforceable provision is to apply. These provisions apply analogously if the contract should prove to contain a loophole. Otherwise, the statutory requirements apply.

Hamburg, September 2014

Annex

Cancellation Policy

Right to cancel

The client has the right to cancel this contract within 14 days without providing a reason. The cancellation deadline is 14 days as of the day on which the client or a third party named by the client – that is not a transporter of the goods or voucher – takes possession of the goods or voucher.

In order to assert his/her right to cancel, the client must inform 25hours Hotels (25hours Hotel Company GmbH, Singapurstraße 1, 20457 Hamburg, tel. +49 40 25 77 77 250, fax +49 40 @, e-mail: contact@25hours-hotels.com) of his/her decision to cancel the contract by means of an unequivocal declaration (e.g. by letter, fax or e-mail). You can use the enclosed cancellation form template, although you are not required to do so.

You need only send your notice of cancellation before the expiry of the cancellation period in order to meet the cancellation deadline.

Consequences of cancellation

If the client cancels this contract, 25hours Hotels will be obliged to reimburse the client with all payments received from the client, including delivery costs (excluding the additional costs resulting from the client's selection of a different delivery method to the cheapest standard delivery option offered by 25hours Hotels), immediately, or within 14 days of the receipt of the client's notice of cancellation by 25hours Hotels at the latest. For this reimbursement, 25hours Hotels will use the same payment method that the client used for the original transaction unless expressly agreed otherwise with the client; under no circumstances will the client be charged for this reimbursement. 25hours Hotels can refuse to reimburse the payments until 25hours Hotels receives the goods or voucher or until the client provides evidence that he/she has sent the goods or voucher back, whichever happens first.

The client must send or hand over the goods or voucher to 25hours Hotel Company GmbH, Singapurstraße 1, 20457 Hamburg, immediately or within 14 days of informing 25hours Hotels of the cancellation of the contract. The deadline shall be deemed adhered to if the client sends the goods before the 14-day period expires.

The client must bear the direct costs of returning the goods.

The client shall only be required to take responsibility for any loss of value suffered by the goods if the loss of value was caused by the goods being handled for purposes other than inspecting their quality, characteristics or functions.

PLEASE NOTE: EXCLUSION of the right to cancel

Under Section 312g(2) BGB, in the case of electronic transactions goods are not covered by the right to cancel if they have not been prefabricated and if custom selection or specification by the client was a major element in their production, or if



they have been tailored to meet the personal requirements of the client. Additionally, the right to cancel does not cover sealed sound/video recordings or computer software – in so far as the seal was broken after delivery – or newspapers or magazines, excluding subscription contracts.

The right to cancel does not exist if the client is an entrepreneur in the sense of Section 14 BGB, i.e. a natural person, corporate body or incorporated partnership acting in its independent professional or commercial interests by concluding a transaction.

End of the cancellation policy

Hamburg, September 2014

 A MEMBER OF DESIGN HOTELS™

come as you are.

Cancellation form template

(If you wish to cancel the contract, please fill in this form and send it back to us.)

To
25hours Hotel Company GmbH
Singapurstraße 1
20457 Hamburg

Cancellation

I/we (*) hereby cancel the contract concerning the purchase of the following goods (*) / provision of the following service (*) concluded by myself/ourselves (*):

Ordered on (*) / received on (*): _____

Name(s) of the consumer(s): _____

Address(es) of the consumer(s): _____

Signature(s) of the consumer(s)
(only for hard copies)

Date: _____

(*) Delete as appropriate.