MOA
BERLIN

ADMIN

General Terms and Conditions

HOTEL · EVENTS · ONLINE SHOP · LEGAL

As of November 2025

PREAMBLE

Hotel Accommodation Agreement.

Notes to this language version: These General Terms and Conditions are drafted in the German language. Any translation into another language is provided solely as a non-binding convenience service. In the event of any contradictions, inconsistencies, or discrepancies between the German version and the translation, the German version shall solely prevail. The following document comprises the General Terms and Conditions for the Hotel Accommodation Agreement of MOA Berlin Betriebs GmbH & Co. KG. For the sake of simplicity and representation, MOA Berlin Betriebs GmbH & Co. KG is hereinafter referred to as the "Hotel."

I. SCOPE OF APPLICATION

1. These Terms and Conditions apply to contracts for the temporary rental of hotel rooms for accommodation purposes, as well as to all other services and deliveries provided by the Hotel to the customer (hereinafter referred to as the “Hotel”).

2. The subletting or re-letting of the rooms provided, as well as their use for purposes other than accommodation, requires the prior written consent of the Hotel. Section 540 (1) sentence 2 of the German Civil Code (BGB) shall not apply insofar as the customer is not a consumer.

3. The customer’s general terms and conditions shall only apply if this has been expressly agreed in writing in advance.

II. CONCLUSION OF CONTRACT; CONTRACTING PARTIES

1. The contract is concluded upon receipt by the customer of the hotel’s acceptance (“booking confirmation”), which corresponds in content to the customer’s request (“booking request”).

2. The contracting parties are the Hotel and the customer.

III. SERVICES, PRICES, PAYMENT, SET-OFF

1. The Hotel is obligated to hold the rooms booked by the customer and to provide the agreed services.

2. The customer is obligated to pay the agreed or applicable prices of the Hotel for the provision of the rooms and for any additional services utilized by the customer. This also applies to services and expenses incurred by the Hotel with third parties at the customer’s request. The agreed prices include the respective applicable statutory value-added tax.

3. The hotel may make its consent to a subsequent reduction requested by the guest in the number of rooms booked, the hotel services, or the length of the guest’s stay contingent upon an increase in the price of the rooms and/or other hotel services.

4. Invoices from the Hotel without a due date shall be payable within 14 days of receipt of the invoice without any deductions. The Hotel may at any time demand immediate payment of due claims from the customer. In the event of late payment, the Hotel is entitled to charge interest at a rate of 8% above the base interest rate, or 5% above the base interest rate in transactions involving consumers. The Hotel reserves the right to prove higher damages.

5. The Hotel is entitled to require a reasonable advance payment or security deposit from the customer upon conclusion of the contract. The amount of the advance payment and the payment dates may be agreed upon in writing in the contract. In the case of advance payments or security deposits for package tours, the statutory provisions remain unaffected.

6. In justified cases, such as in the event of the customer’s payment default, the Hotel is entitled, even after the conclusion of the contract and up until the start of the customer’s stay, to demand an advance payment or security deposit as described in the preceding clause 5, or to increase the advance payment or security deposit agreed in the contract up to the full agreed remuneration.

7. Furthermore, the Hotel is entitled, at the beginning and during the customer’s stay, to demand a reasonable advance payment or security deposit as described in the preceding clause 5 for existing and future claims arising from the contract, provided such payment or security has not already been made in accordance with clauses 5 or 6.

8. The customer may only set off, reduce, or exercise a right of retention against a claim of the Hotel if the customer’s claim is undisputed or legally established.

IV. CUSTOMER'S WITHDRAWAL (I.E., CANCELLATION, TERMINATION) / NON-UTILIZATION OF THE HOTEL'S SERVICES (NO SHOW)

1. The Hotel grants the guest the right to withdraw at any time. The following provisions apply: In the event of the guest's withdrawal from the booking, the Hotel is entitled to reasonable compensation. The Hotel may, at its discretion, claim compensation in the form of a flat-rate indemnity instead of a specifically calculated compensation. The flat-rate indemnity amounts to 80% of the contractually agreed price for overnight stays without breakfast, 70% of the contractually agreed price for overnight stays with breakfast, 70% of the contractually agreed price for overnight stays with half-board, and 70% of the contractually agreed price for overnight stays with full-board arrangements. The guest is free to prove that the Hotel has suffered no damage or that the damage incurred by the Hotel is lower than the claimed flat-rate indemnity. If the Hotel calculates the compensation specifically, the amount of compensation shall be limited to the contractually agreed price for the services to be provided by the Hotel, less the value of expenses saved by the Hotel and any income the Hotel obtains through alternative use of the hotel services.

2. The above compensation provisions shall also apply if the guest does not use the booked room or services without notifying the Hotel in accordance with the terms of the signed contract.

3. If the Hotel has granted the guest an option to withdraw from the contract within a specified period without any further legal consequences, the Hotel shall have no claim to compensation. The timeliness of the withdrawal declaration shall be determined by its receipt by the Hotel. The guest must declare the withdrawal in writing.

4. The customer has no right of withdrawal if booked rooms are no longer required due to the cancellation of an event.

5. For group bookings, the cancellation conditions specified in the individually agreed Contract Notes shall apply additionally and, in case of doubt, shall take precedence. These conditions particularly regulate differentiated deadlines and percentages depending on the number of participants and the booking volume.

V. WITHDRAWAL BY THE HOTEL

1. If the customer has been granted a right to withdraw free of charge under the foregoing provisions, the Hotel is likewise entitled to withdraw from the contract within the agreed period if inquiries from other customers regarding the booked rooms are received and the guest does not waive their right to withdraw free of charge upon the Hotel's request.

2. If an agreed or requested advance payment or security deposit is not made even after the expiration of a deadline set by the Hotel, the Hotel is also entitled to withdraw from the contract.

3. Furthermore, the Hotel is entitled to withdraw from the contract, particularly if: Unavoidable events such as earthquakes, floods, fires, storms or explosions, power outages, pipe bursts, embargoes, governmental restrictions, uprisings, riots or civil unrest, terrorist attacks, wars or other military actions, rebellions, vandalism, sabotage, epidemics, pandemics, accidents, strikes or lockouts, lack or failure of transportation facilities, or other reasons beyond the control of any party (collectively referred to as "force majeure") or other circumstances not attributable to the Hotel make the fulfillment of the contract impossible; Rooms are booked based on misleading or false information regarding essential facts, e.g., concerning the identity of the guest or the purpose of the stay; The Hotel has reasonable grounds to believe that the use of the Hotel's services may jeopardize the smooth operation, safety, or reputation of the Hotel publicly, without this being attributable to the Hotel's sphere of control or organization; Unauthorized subletting or re-letting occurs; The Hotel becomes aware that the customer's financial situation has significantly deteriorated after the contract was concluded, especially if the customer fails to settle due claims of the Hotel or does not provide sufficient security, thereby endangering the Hotel's payment claims; The customer has filed for insolvency proceedings, submitted an asset disclosure pursuant to Section 802c of the German Code of Civil Procedure, initiated an out-of-court debt settlement procedure, or ceased payments; Insolvency proceedings concerning the customer's assets have been opened or the opening of such proceedings has been rejected due to lack of assets.

4. The Hotel must notify the customer of the exercise of the right of withdrawal without delay in writing.

5. In the aforementioned cases of withdrawal, the customer shall have no claim to damages.

6. Should the Hotel's withdrawal be based on the unavailability of the service, the Hotel is obligated to notify the customer of this unavailability immediately and to promptly refund any consideration already paid.

VI. PROVISION, HANDOVER, AND RETURN OF ROOM

1. The customer does not acquire any right to the provision of specific rooms.

2. Booked rooms are available to the customer from 3:00 p.m. on the agreed arrival day. The customer has no right to earlier availability.

3. On the agreed departure day, the rooms must be vacated and made available to the Hotel no later than 12:00 p.m. Thereafter, due to late vacation of the room, the Hotel may charge 50% of the full accommodation price for use beyond the contractual period until 6:00 p.m., and 100% thereafter. This shall not establish any contractual claims for the customer. The customer is free to prove that the Hotel has incurred no or a significantly lower claim for usage fees.

VII. LIABILITY OF THE HOTEL

1. The Hotel shall be liable for its contractual obligations with the care of a prudent businessman. Claims by the customer for damages are excluded. Exceptions are damages resulting from injury to life, body, or health for which the Hotel is responsible, and other damages caused by intentional or grossly negligent breach of duty by the Hotel. A breach of duty by the Hotel shall be equated with that of its legal representatives or vicarious agents. Should disturbances or defects occur in the Hotel's services, the Hotel will make efforts to remedy them upon knowledge or immediate complaint by the customer. The customer is obliged to contribute reasonably to resolving the disturbance and minimizing any possible damage.

2. The Hotel's liability for items brought in by the customer shall be governed by statutory provisions, limited to up to 100 times the room price, but no more than 3,500€, and for money, securities, and valuables up to 800€. Money, securities, and valuables may be kept in the hotel or room safe up to a maximum value of 7,500€. The Hotel recommends making use of this option.

3. If a parking space in the hotel garage or parking lot is provided to the customer, even for a fee, this does not constitute a custody agreement. The Hotel is not liable for loss or damage to vehicles parked or maneuvered on the hotel premises or their contents, except in cases of intent or gross negligence. This also applies to the Hotel's vicarious agents. The provisions of clause 1, sentences 2 to 4 apply accordingly.

4. Wake-up calls are carried out by the Hotel with the utmost care. Messages, mail, and goods sent to guests are handled with care. The Hotel assumes responsibility for delivery, safekeeping, and—upon request and for a fee—forwarding of such items. The provisions of clause 1, sentences 2 to 4 apply accordingly.

VIII. LIMITATION PERIOD

The customer's claims against the hotel are generally subject to the statutory limitation periods, unless otherwise stipulated in these Terms and Conditions or in an individual contract. The limitation period begins at the time when the claim arises and the customer becomes aware of the circumstances giving rise to the claim, or should have become aware of them without gross negligence. In the case of defects in the goods delivered or services provided, the limitation period for warranty claims is five years from delivery or acceptance. For claims for damages based on intentional or grossly negligent breach of duty by the hotel, the statutory limitation period applies. The limitation period may be suspended or interrupted by written agreement between the parties.

IX. FINAL PROVISIONS

Amendments or additions to the contract, the acceptance of the application, or these General Terms and Conditions for hotel accommodation must be made in writing. Unilateral changes or additions by the customer are invalid. The place of performance and payment is the location of the respective hotel. The exclusive place of jurisdiction — including for disputes involving checks and bills of exchange — in commercial transactions is Berlin. If a contracting party meets the requirements of § 38 paragraph 2 of the German Code of Civil Procedure (ZPO) and has no general place of jurisdiction within Germany, the place of jurisdiction shall be the location of the hotel. German law applies. The application of UN sales law and conflict-of-law provisions is excluded. Should individual provisions of these General Terms and Conditions be or become invalid or void, the validity of the remaining provisions shall remain unaffected. The same applies in the event of an unintended regulatory gap. Otherwise, the statutory provisions apply.

Events.

The following document comprises the General Terms and Conditions for Events for MOA Berlin Betriebs GmbH & Co. KG. For the sake of simplicity and as a representative term, MOA Berlin Betriebs GmbH & Co. KG is referred to as the “Hotel”.

I. SCOPE OF APPLICATION

1. These terms and conditions apply to contracts for the temporary rental of the Hotel’s conference, banquet, and event rooms for the purpose of hosting events such as banquets, seminars, meetings, etc., as well as all related services and deliveries provided by the Hotel (hereinafter uniformly referred to as the "Hotel").

2. The subletting or further leasing of the rooms, spaces, or display cases provided, as well as the invitation to job interviews, sales presentations, or similar events, requires the prior written consent of the Hotel. Section 540 Paragraph 1 Sentence 2 of the German Civil Code (BGB) is waived, provided the customer is not a consumer.

The customer’s terms and conditions shall only apply if expressly agreed upon in writing in advance.

II. CONCLUSION OF CONTRACT, CONTRACTUAL PARTNER, LIABILITY

1. The contract is concluded when the hotel's acceptance ("booking confirmation") is received by the customer, following the customer's request ("booking inquiry"). The contract is concluded between the hotel and the customer.

2. The hotel is liable with the diligence of a prudent merchant for its obligations under the contract. Claims by the customer for damages are excluded. This exclusion does not apply to damages resulting from injury to life, body, or health, if the hotel is responsible for the breach of duty, nor to other damages caused by intentional or grossly negligent breaches of duty by the hotel. The same applies to breaches of duty by a legal representative or vicarious agent of the hotel. Should disruptions or deficiencies in the hotel's services occur, the hotel will endeavor to remedy them upon becoming aware of them or upon prompt complaint by the customer. The customer is obligated to contribute what is reasonable to resolve the disruption and minimize any potential damage. Furthermore, the customer must inform the hotel in a timely manner about the possibility of an unusually high level of damage.

3. The contracting party and those who have joined the contract confirm that full disclosure has been made regarding the purpose, objective, and participants of the planned event; in the event of violations, Section V 3 b of these General Terms and Conditions applies.

4. The contracting party/participant is liable to ensure that, based on the nature of the event, no threat to public safety and order is to be expected. This particularly applies to the volume of musical performances. The hotel points out to the contracting party/participant that a license must be obtained from GEMA (German society for musical performing and mechanical reproduction rights, based in Berlin) or the event must be registered there for the public performance of copyrighted music. The fees due to GEMA are the sole responsibility of the contracting party/participant.

5. The house rules, the authority to perform checks, and the determination of safety measures are fundamentally the responsibility of the hotel. Additionally, the contracting party and the participants exercise these rights for the duration of the event within the scope of the event being held. The hotel is entitled to carry out checks of deliveries during arrivals and departures. The contracting party and participants are obligated to obtain consent for this from the respective suppliers.

6. The customer is obliged to comply with the regulations of the Non-Smoking Protection Act.

7. Insofar as there is a legal requirement to label additives, allergens, etc., for food and beverages prepared and/or sold by the hotel, corresponding information can be found in the event spaces. Menu cards listing allergenic ingredients can be viewed upon request from the sous-chef or service manager. The information on additives and allergens in the food is based on details provided to the hotel by manufacturers and suppliers. Where possible, the hotel prefers to use products that do not require labeling and makes every effort to use only high-quality and locally sourced food, meat and meat products from animal-friendly farming, and fish and seafood from sustainable fishing. However, the hotel's suppliers do not offer non-declarable alternatives for all foods. In some products, the use of additives is unavoidable. Due to the wide range of products from different manufacturers, cross-contamination may occur, and products may contain traces of undeclared additives. No additives are directly added in the hotel's kitchen. However, the hotel cannot exclude the possibility of cross-contamination occurring when different food components are combined during the preparation of food and/or beverages. Therefore, the hotel cannot guarantee that, in addition to the declared additives, other additives are not present in the food and/or beverages offered. The hotel accepts no liability for the completeness of the information it provides regarding ingredients, additives, allergens, etc., in the food and beverages it prepares and/or sells and also assumes no liability for allergic and/or other health reactions resulting from the consumption of such food and beverages.

III. SERVICES, PRICES, PAYMENT, SET-OFF

1. The hotel is obliged to provide the services ordered by the customer and confirmed by the hotel.

2. The customer is obliged to pay the agreed or applicable prices of the hotel for these and any additional services used. This also applies to services and expenses incurred by the hotel on behalf of the customer to third parties, especially claims from copyright collecting societies. The agreed prices include the applicable statutory value-added tax.

3. If, after the conclusion of the contract, there are changes to the statutory value-added tax applicable to the hotel's performance or the introduction or change of local taxes, prices will be adjusted accordingly without the need for an additional agreement between the parties; for contracts with consumers, this applies only if the period between contract conclusion and contract performance exceeds four months. If the period between contract conclusion and contract performance exceeds four months, the hotel may increase the agreed price by up to 5% if, in the meantime, there have been increases in costs for heating, electricity, water, or wages and salaries. The price increase may only correspond to the extent of the cost increases. The upper limit increases by a further 5% for each additional year beyond the four months between contract conclusion and performance; price changes under Section 3 II sentence 2 of these General Terms and Conditions are not taken into account. Invoices from the hotel without a due date are payable immediately without deduction.

4. Invoices from the hotel without a due date are payable within 10 days of receipt of the invoice without deduction. The hotel may demand immediate payment of due claims from the customer at any time. In the event of default in payment, the hotel is entitled to charge interest at a rate of 8% above the base interest rate or, in legal transactions involving a consumer, 5% above the base interest rate. The hotel reserves the right to prove a lower damage, and the customer reserves the right to prove higher damage.

5. The hotel is entitled to demand an appropriate advance payment or security from the customer at the time of contract conclusion or thereafter. The amount of the advance payment or security and the payment deadlines may be agreed upon in writing in the contract.

6. In justified cases, e.g., in the event of the customer's payment default or extension of the scope of the contract, the hotel is entitled to demand an advance payment or security according to the above Section 4 or an increase of the agreed advance payment or security up to the full agreed remuneration up until the start of the event, even after the contract has been concluded.

7. The customer may only set off, reduce, or exercise a right of retention against a claim of the hotel if the customer's claim is undisputed or legally binding.

IV. CUSTOMERS WITHDRAWAL (I.E., CANCELLATION, TERMINATION) / NON-UTILIZATION OF THE HOTEL´S SERVICES

1. A withdrawal by the customer from the contract concluded with the hotel must be made in writing and requires the hotel's written consent. If this consent is not granted, the agreed and booked event services from the contract, as well as services arranged with third parties, must be paid in any case—even if the customer does not use the contractual services and re-letting is no longer possible. In this case, the corresponding invoice will be issued showing the applicable value-added tax. If the hotel grants written consent to the customer's withdrawal on the condition that the customer must pay compensation for the contractual services not utilized, the corresponding invoice will be issued without showing value-added tax. This is subject to any changes in administrative instructions by the tax authorities. The hotel is entitled to offset both the income from any alternative rental of the premises and the expenses saved. Services arranged with third parties are not refundable if, based on a contractual agreement between the hotel and the respective third party, the specific terms assign the risk of non-performance to the hotel beyond standard obligations. If no alternative rental takes place, the hotel can claim the contractually agreed remuneration, with a flat-rate deduction for saved expenses. In this case, the customer is obliged to pay at least 90% of the contractually agreed price for the booked event services. The customer is free to prove that the aforementioned claim did not arise or did not arise to the demanded extent. The provisions of the above paragraphs do not apply if the hotel violates its duty to respect the rights, legal interests, and interests of the customer, making it unreasonable for the customer to remain bound by the contract, or if another contractual or statutory right of withdrawal exists.

2. For events, the regulations on withdrawal, cancellation, and compensation set out in the individually agreed Contract Notes apply additionally and, in case of doubt, take precedence. These include specific gradations of free cancellation options as well as differentiated compensation rules depending on the scope of the booking and the timing of the withdrawal. If a deadline for free withdrawal or partial withdrawal from the contract has been agreed in writing between the hotel and the customer, the customer may withdraw from the contract up to that date without triggering payment or compensation claims by the hotel. The customer's right of withdrawal expires if they do not exercise their right to withdraw or partially withdraw in writing by the agreed deadline, unless the case described in Section 1, paragraph 3, sentence 1 above applies.

3. Unavoidable events such as earthquakes, floods, fire, storms or explosions, power outages, embargoes, government restrictions, uprisings, riots or disturbances, terrorist attacks, wars or other military actions, rebellions, vandalism, sabotage, epidemics, pandemics, accidents, strikes or lockouts, shortage or failure of transportation facilities, or other reasons for which neither party is responsible (collectively referred to as "force majeure") entitle the customer to terminate the contractual relationship if the condition and location of the rooms or the booked accommodations are thereby affected to more than an insignificant degree. In the event of a justified termination, the hotel will refund all deposits and/or advance payments made by the customer, minus a cancellation fee of 25% of the contractually agreed remuneration, within thirty (30) calendar days after receipt of the termination. There is no right of withdrawal for the customer if booked rooms are not needed due to the cancellation of an event.

4. The customer is free to prove that no damage has occurred or that the damage incurred by the hotel is less than the claimed flat-rate amount.

V. WITHDRAWAL BY THE HOTEL

1. If it has been agreed in writing that the customer may withdraw from the contract free of charge within a certain period, the hotel is entitled to withdraw from the contract during this period if there are inquiries from other customers for the contractually booked event rooms and the customer, upon inquiry by the hotel, does not waive their right of withdrawal.

2. If an agreed or, as per Section III numbers 4 and/or 5 above, requested advance payment or security deposit is not made even after a renewed request by the hotel with a reasonable deadline, the hotel is also entitled to withdraw from the contract.

3. Furthermore, the hotel is entitled to withdraw from the contract for a factually justified reason, for example if

- a) force majeure or other circumstances beyond the hotel's control render performance of the contract impossible or unreasonable.

- b) Events are booked based on misleading or false information regarding material facts, such as the customer's identity, the purpose of the stay, or the nature of the event.

- c) the hotel has reasonable grounds to believe that the event may jeopardize the smooth operation of the business, the safety, or the hotel’s public reputation, provided that this is not attributable to the hotel’s control or organizational sphere.
- d) there has been a violation of Section I, No. 2.

If the hotel cancels the reservation due to the unavailability of the service, it is obligated to notify the customer of this unavailability without delay and to promptly refund any payments already made.

VI. CHANGES IN NUMBER OF PARTICIPANTS AND EVENT TIMES

1. Any change in the number of participants must be communicated to the hotel without delay and requires the hotel’s written approval. In the case of a reduction in the number of participants, the cancellation and deposit terms laid out in the signed contract shall apply.

2. In the case of an increase in the number of participants, the actual number of participants will be charged.

3. If the number of participants deviates by more than 10%, the hotel is entitled to adjust the agreed prices and to exchange the confirmed rooms, unless this is unreasonable for the customer.

4. If the agreed start or end times of the event are changed and the hotel agrees to these changes, the hotel may charge appropriately for the additional service provision, unless the hotel is at fault.

VII. BRINGING FOOD AND BEVERAGES

The customer is generally not permitted to bring food and beverages to events. Exceptions require a written agreement with the hotel. In such cases, a fee will be charged to cover overhead costs. If food is brought in, a waiver must be signed.

VIII. TECHNICAL EQUIPMENT AND CONNECTIONS

1. If the hotel procures technical or other equipment from third parties on behalf of the customer, it does so in the name, on the authority, and at the expense of the customer. The customer is responsible for the proper handling and timely return of the equipment and shall indemnify the hotel against all third-party claims arising from the provision of such equipment.

2. The use of the customer’s own electrical equipment connected to the hotel’s power supply requires the hotel’s prior written consent. Any malfunctions or damage caused to the hotel’s technical systems by the use of such equipment shall be the responsibility of the customer, unless the hotel is at fault. The hotel is entitled to charge a flat fee for the electricity used.

3. The use of the customer’s own telecommunications and internet media and/or the provision of such services by a third party in the rooms rented from the hotel requires the hotel’s prior written approval.

4. If suitable equipment provided by the hotel remains unused due to the connection of the contracting party’s own devices, the hotel is entitled to charge a compensation fee for the resulting loss.

5. With the hotel's consent, the customer is permitted to use their own telephone, fax, and data transmission devices. The hotel may charge a connection fee for this.

6. If suitable hotel equipment remains unused due to the customer's own equipment being connected, the hotel may charge a compensation fee.

7. Malfunctions in the technical or other equipment provided by the hotel will be remedied as quickly as possible. Payments may not be withheld or reduced unless the hotel is responsible for the malfunction.

IX. LOSS OR DAMAGE TO ITEMS BROUGHT IN

1. Items brought into the event rooms or hotel by the customer — including exhibition items or other personal belongings — are stored at the customer's own risk. The hotel assumes no liability for loss, destruction, or damage, including financial loss, unless caused by gross negligence or intent on the part of the hotel. Excluded from this limitation of liability are damages resulting from injury to life, body, or health. Also excluded are cases in which safekeeping is a typical contractual obligation due to the specific circumstances.

2. Any decoration materials brought in must comply with fire safety regulations. The hotel is entitled to request official proof of compliance. If such proof is not provided, the hotel has the right to remove any already installed material at the customer’s expense. Due to the risk of damage, the installation and placement of objects must be coordinated in advance with the hotel.

3. Items brought in for the event must be removed immediately after the event has ended. If the customer fails to do so, the hotel may remove and store the items at the customer's expense. If the items remain in the event room, the hotel may charge a reasonable usage fee for the duration of their stay. The customer is entitled to prove that the hotel’s claim did not arise or is lower than stated.

X. CUSTOMERS LIABILITY FOR DAMAGES

1. If the customer is an entrepreneur, they are liable for all damages to the building or inventory caused by event participants or visitors, employees, other third parties within their responsibility, or by the customer themselves.

2. The hotel may require the customer to provide appropriate security (e.g., insurance, deposits, guarantees).

XI. LIMITATION PERIODS

1. The customer's claims against the hotel are generally subject to the statutory limitation periods, unless otherwise agreed in these General Terms and Conditions or in an individual contract.

2. The limitation period begins at the point in time when the claim arises and the customer becomes aware — or should have become aware without gross negligence — of the circumstances giving rise to the claim.

3. In the case of defects in delivered goods or services rendered, the limitation period for warranty claims is five years from delivery or acceptance.

4. For claims for damages based on intentional or grossly negligent breaches of duty by the hotel, the statutory limitation period applies.

5. The limitation period may be suspended or interrupted by written agreement between the parties.

XII. FINAL PROVISIONS

1. Amendments or additions to the contract, the acceptance of the application, or these General Terms and Conditions for events should be made in writing. Unilateral changes or additions by the customer are invalid.

2. The place of performance and payment is the location of the respective hotel.

3. The exclusive place of jurisdiction — including for disputes involving checks and bills of exchange — in commercial transactions is Berlin. If a contracting party meets the requirements of § 38 (2) of the German Code of Civil Procedure (ZPO) and has no general place of jurisdiction in Germany, the place of jurisdiction shall be the location of the hotel.

4. German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) and conflict-of-law rules is excluded.

5. Should individual provisions of these General Terms and Conditions for events be or become invalid or void, this shall not affect the validity of the remaining provisions. The same applies in the event of an unintended regulatory gap. In all other respects, the statutory provisions shall apply.

Online Shop & Right of Withdrawal.

Terms & Conditions and Cancellation Policy for the Online Shop General Terms and Conditions for online purchases at MOA Berlin Betriebs GmbH & Co. KG. For simplicity and on behalf of the company, MOA Berlin Betriebs GmbH & Co. KG will be referred to as the “Hotel.”

I. SCOPE

These General Terms and Conditions apply to all contracts for the purchase of goods and services from the Hotel made through the Hotel MOA’s website at www.moa.de. Deviating provisions are only valid if they have been agreed upon in writing between MOA Berlin Betriebs GmbH & Co. KG and the customer.

II. CONTRACTUAL PARTNER

The contractual partner of the customer is the operating company: MOA Berlin Betriebs GmbH & Co. KG

Personally liable partner: Hotel Heidegrund Verwaltungs GmbH, Drei-Brücken-Weg 12, 49681 Garrel, AG Oldenburg HRB 204899

Tel.: +49(0)30-39 40 43-0 Fax: +49(0)30-39 40 43-999 hello@moa.de www.moa.de

III. OFFER

The presentation of services and products on the internet does not constitute a binding offer from the Hotel. All content and prices of the offered goods, services, and products only become binding upon written E-mail confirmation from the Hotel to the person making the booking.

IV. OFFER, CONCLUSION OF CONTRACT, PAYMENT, DELIVERY, WITHDRAWAL

1. The order process in the Hotel's online shop consists of several steps. In the first step, the customer selects the desired date and goods and adds them to the shopping cart by clicking. After completing the selection, the customer continues the ordering process by clicking the "confirm" button. In the next step, the customer enters their personal data. The customer is notified of any incomplete or incorrectly filled fields. Then, the customer sends their order to the Hotel by clicking the "Buy" button and is forwarded to payment. In the following step, the customer selects the payment method (direct debit, credit card) by clicking the respective button. After filling in the required fields, the customer completes the order by clicking the "Pay now" button, unless the service cannot be canceled, and returns to the homepage by clicking. There, the customer receives an overview of their order and also receives an email confirming the purchase of goods and services.

2. The contract between the customer and the Hotel is concluded upon the Hotel's E-mail confirmation of the received order. The confirmation includes details of the order.

3. The purchase price becomes due immediately upon receipt of the Hotel's confirmation, depending on the goods or article. Payment is made electronically via credit card or direct debit, using the buyer's name.

4. The ordered goods remain the property of the Hotel until full payment is received. No rights from an ordered article/good can be derived until full payment is made.

5. The Hotel has the right to withdraw from the contract if the buyer is more than fourteen days in arrears with payment of the purchase price.

V. AVAILABILITY OF GOODS

If the ordered goods are not available at the time of the order, the hotel reserves the right not to accept the order, so that no contract is concluded. The customer will be informed about this. Any payments already made will be refunded to the customer without delay.

VI. PRICES, SHIPPING COSTS

All prices include the statutory value-added tax (VAT). Local charges such as bed tax and tourist tax are not included. No shipping costs arise from delivery via email.

VII. SPECIAL PROVISIONS FOR VOUCHERS

If the ordered item is a voucher, the following provisions 1. – 3. apply additionally.

VALIDITY PERIOD

Each voucher is valid for three years. Each voucher can only be redeemed once.

REDEMPTION AND CASH PAYMENT OF VOUCHERS

For vouchers issued for a specifically described service (hereinafter referred to as "service vouchers"), redemption for services other than those described in the service voucher from the hotel's offer is not possible. Cash payment of the voucher is not permitted.

DIFFERENCE PAYMENTS IN CASE OF PRICE INCREASES

For service vouchers, if there is a price increase between the issue and redemption of the voucher, the buyer must pay the difference.

VIII. RIGHT OF WITHDRAWAL

If the customer is a natural person who concludes a contract (legal transaction) here for a purpose that is predominantly neither attributable to their commercial nor their independent professional activity (consumer), the customer has a right of withdrawal in accordance with § 312g in conjunction with § 355 of the German Civil Code (BGB) within a period of 14 days starting from the conclusion of the contract.

IX. WARRANTY

The warranty is governed by statutory provisions. Insofar as used goods are the subject of the order and the buyer is not a consumer, the warranty is excluded. If the customer is a consumer, the warranty period for the purchase of used goods is one year.

X. LIMITATION OF LIABILITY

1. The hotel is liable for intent and gross negligence.

2. Furthermore, the hotel is liable for the negligent breach of obligations whose fulfillment enables the proper execution of the contract, whose breach endangers the achievement of the contract's purpose, and on whose compliance the customer regularly relies. In the latter case, however, the hotel is only liable for foreseeable, typical contractual damages. The hotel is not liable for slight negligence in the breach of other obligations not mentioned above. The above exclusions of liability do not apply to injury to life, body, or health. Liability under the Product Liability Act remains unaffected. The above provisions in clauses 1 and 2 also apply to the liability of the hotel's organs as well as its agents and vicarious agents, especially employees. Any existing manufacturer warranties are governed by the warranty conditions specified by the manufacturer directly between the customer and the manufacturer. Claims arising therefrom must be asserted against the manufacturer. Data communication over the internet cannot currently be guaranteed to be error-free or continuously available. The hotel is therefore not liable for the constant or uninterrupted accessibility of the hotel's website.

XI. DATA PROTECTION

The purchaser's data is collected, stored, and used exclusively as customer data for processing the order. The legal basis for this is the relevant data protection regulations of the Federal Data Protection Act (BDSG) and the Telemedia Data Protection Act (TDDSG). Otherwise, we refer to our privacy policy at https://moa.de/en/data-protection/.

XII. FINAL PROVISIONS

The place of performance and payment is Berlin.

German law applies, excluding the UN Sales Convention (CISG). Mandatory provisions of the country where the buyer has their habitual residence remain unaffected.

If the buyer does not have a general place of jurisdiction within Germany, or after conclusion of the contract moves their residence abroad, or their residence is unknown at the time the lawsuit is filed, the place of jurisdiction for all disputes arising from the purchase contract shall be Berlin.

Should individual provisions of these General Terms and Conditions be or become invalid or contradict legal regulations, this shall not affect the validity of the remaining contract. In place of the invalid or unenforceable provision, a valid and enforceable provision shall apply that comes closest to the economic purpose that the contracting parties pursued with the invalid or unenforceable provision. The above provisions shall apply accordingly if the contract proves to be incomplete. Otherwise, statutory provisions shall apply.