

General Terms and Conditions for Online Bookings and Reservations

Matahari Beach Resort & Spa, Jalan Raya Seririt - Gilimanuk
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Bali / Indonesia
Tel: (+ 62) 362 92 312, Fax: (+ 62) 362 92 313
(referred to hereinafter as "**Matahari**")
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1. Applicability

- 1.1 Matahari is a resort hotel in the northwest of Bali offering its guests luxury and relaxation for vacations, exotic weddings, or romantic honeymoons.
- 1.2 These General Terms and Conditions apply for all statements of intent, business-like actions, and agreements in connection with booking rooms, bungalows, and other services (e.g. wedding arrangements, tours, courses) between Matahari and its customers (referred to hereinafter as "Guest" or "Guests" or "Counterparty").
- 1.3 The General Terms and Conditions apply to bookings made through the Matahari website. After valid incorporation by reference, the General Terms and Conditions apply to future transactions with the Guest unless the parties have agreed otherwise.
- 1.4 Guest's terms and conditions differing from these terms shall not apply. We expressly object to confirmations by Guests referring to their own business and/or purchasing terms and conditions, which do not become part of agreements unless the conditions are confirmed in writing by Matahari.

2. Subject matter and purpose, creation of contract

- 2.1 The subject matter and purpose of Matahari's services is the temporary rental of rooms or villas at Matahari's resort hotel in exchange for compensation. In addition, Matahari offers additional services such as wedding planning, Bali tours, and courses (such as cooking classes). The services on offer can be found on the Matahari website at www.matahari-beach-resort.com.
- 2.2 Statements contained in catalogs or on the Matahari website do not yet represent a binding contract offer. There are several ways Guests can conclude an agreement:

First, a nonbinding reservation inquiry can be submitted through the Matahari website. In this case Matahari makes the Guest a binding offer to conclude an agreement for the services.

However, we reserve the right to decline an inquiry without stating a reason. Unless otherwise specified by Matahari in the offer or elsewhere, the Guest can accept the offer with binding effect within a period of seven days. This creates and establishes an agreement for the services.

Rooms and bungalows can also be booked directly through the online reservation system. In this case the Guest makes a binding offer to conclude the agreement by clicking on the "Book now for €_____ " button. Matahari will promptly accept this offer by an explicit statement or decline the offer without stating a reason.

- 2.3 In case of a group booking, a so-called allotment agreement is made between Matahari and the Guest as soon as a deposit of 60 percent is made. A group booking is deemed existing when a Guest books at least six rooms or villas as part of one or more booking transactions for connected dates or date ranges. The deposit is nonrefundable. The Guest is responsible for the travel group and in particular is liable for damages culpably caused by the members of the travel group.
- 2.4 The languages available for concluding the agreement are German and English.
- 2.5 Following their reservation, Guests receive a confirmation, these General Terms and Conditions, and an invoice (as needed) from Matahari by e-mail. Beyond these documents Matahari does not store any separate contractual text that Guests could access through the Internet.

3. Prices, deposit, payment

- 3.1. Matahari's prices apply as indicated on the day the Guest makes a booking. All prices include taxes, other ancillary charges for the service, and any local fees.
- 3.2. If the parties subsequently agree on additional arrangements or services, the price stated at the time of booking may increase.
- 3.3 Matahari reserves the right to require a deposit or security guarantee (such as credit card guarantee) for room bookings; it is indicated on the booking page. The deposit must be paid within 14 days after the Guest receives the booking confirmation and invoice.
- 3.4 Further payments must be made at the times stated in the booking confirmation and after receipt of invoice. Unless otherwise agreed, the total amount must be paid at the time of departure. The statutory rules governing delay apply in case of delay.

- 3.5 Matahari reserves the right to refuse specific payment methods or to require prepayment. Matahari accepts tour operator vouchers only if there is a credit agreement with the particular operator or if prepayments were made. No refunds are given for unused services.
- 3.6 Issuance of a total invoice does not relieve the Guest of the responsibility to pay any individual invoices (e.g. for the deposit) in a timely manner. If the Guest is in arrears with payment of an invoice, Matahari may withhold all other and future services and make further fulfillment of the services conditional on the Guest providing a security deposit of up to 100 percent of the outstanding amounts. This also applies in case of arrears with individual invoices.

4. Use of rooms/bungalows

- 4.1 Use of the rooms and villas (referred to hereinafter as "Rooms") is permitted for Guests exclusively. Absent Matahari's express permission, the Rooms may not be sublet nor otherwise provided for use by third parties.
- 4.2 The Rooms are provided by Matahari for lodging purposes exclusively. Guests are prohibited from using them for any purpose other than the one intended.
- 4.3 The Indonesian authorities require guests to complete an official registration form upon arrival. The registration form is subject to the discretion of local authorities. Matahari has no control over the type and extent of information collected on this form. Guests are further required to confirm their identity by presenting identification. Matahari will make a copy of the proof of identity and keep it on file.
- 4.4 Guests are liable for all damages at the resort and in the provided Rooms caused through Guests' own fault or that of accompanying third parties.
- 4.5 Unless otherwise agreed, Guests do not have the right to a specific Room.
- 4.6 Rooms are available as of 3 p.m. on the Guest's day of arrival. Unless otherwise agreed, Matahari may reassign the Rooms after 8 p.m. if Guests, without excuse, fail to present themselves on the arrival date.
- 4.7 Rooms must be vacated by no later than 12 noon on the day of departure, unless otherwise agreed. If the Guest culpably fails to vacate the Room by the aforementioned time, Matahari may charge the standard day rate for the additional use of the Room, and 100 percent of the full lodging rate (list price) if the Room is still occupied after 4 p.m. The Guest is at liberty to

demonstrate that Matahari suffered no damage or less damage than the aforementioned standard amount. Matahari reserves the right to assert further or additional damages.

5. Special arrangements and events

- 5.1 Depending on the contractual agreement, Matahari organizes special arrangements and events such as wedding receptions, tours, etc. (referred to hereinafter as “Events”).
- 5.2 Guests will provide Matahari with the binding number of attendees for the Event at the agreed time, no later than five days before the start of the Event. If the indicated number of attendees is greater than the agreed number, the increased number of attendees does not become part of the contract unless Matahari has expressly so agreed. Guests do not have the right to insist that Matahari agrees to the increased number of attendees. If Matahari agrees, payment will be based on the new agreement and may result in a claim by Matahari due to the added costs.
- 5.3 If the Event is priced on the basis of the number of attendees, billing will be based on the contractually agreed number of attendees. The current prices at the time of booking shall apply.
- 5.4 Matahari’s payment claim is not reduced if fewer people actually attend the Event.
- 5.5 In case an Event is supposed to be delayed till another time at the Guest’s request, Matahari may charge the Guest for the additional expense so incurred.
- 5.6 Unless otherwise agreed, reserved space is available exclusively for the Event period agreed between the parties. Any use of the space going beyond the agreement requires separate consent from Matahari and must be paid for additionally. Matahari reserves the right to change the spaces if the changes become necessary for compelling reasons for which Matahari is not responsible and if the Guest can reasonably be expected to accept the change.
- 5.7 Decorations, fireworks, or other items may not be used as part of the Event without express prior consent from Matahari. Introduced items must be removed after conclusion of the Event. The same applies for packaging.
- 5.8 To the extent Matahari procures technical or other equipment from third parties for the Guest (such as music system), this is done in the name and for the account of the Guest. The Guest is solely liable for careful treatment and proper return of the items. The Guest indem-

nifies Matahari and holds it harmless on first demand from any and all third-party claims if third parties assert claims due to damage to the items.

5.9 Matahari does not offer insurance cover for Guest items introduced at the Event. Purchasing any such insurance is the sole responsibility of the Guest putting on the Event.

5.10 Guests are liable for the conduct of their own employees and agents and of Event attendees as for their own conduct. Matahari may require additional security (such as insurance, deposits, guarantees, etc.).

6. Revocation, rescission, cancellation

6.1 Even to the extent Guests are consumers within the meaning of BGB (German Civil Code) Section 13, i.e., natural persons concluding legal transactions for purposes not primarily attributable to their business or independent professional activities, in accordance with BGB Section 312 (g) (2) (9) they have no statutory right of revocation if the contract for performance provides for a specific time or time period, for:

- contracts for performance of services in the areas of lodging for other than residential purposes;
- supplying food and beverages; and
- for performing other services in connection with recreational activities.

6.2 Reservations are binding for both parties unless a separate right of rescission or termination was expressly agreed. If Guests do not avail themselves of the contractually agreed services, Matahari therefore reserves the right to claim compensation. However, Matahari must allow credit for saved expenses or income from other rental of the Rooms.

6.3 Any rescission or cancellation prior to the scheduled travel starting date requires explicit consent from Matahari in text form. If the Guest cancels the reservation and Matahari cannot otherwise rent out the reserved Rooms, Matahari charges the following standard cancellation fees:

- Guest gives Matahari notice of cancellation four weeks or less before the start of travel: 20 percent of the contractually agreed total price
- Guest gives Matahari notice of cancellation two weeks or less before the start of travel: 40 percent of the contractually agreed total price
- Guest gives Matahari notice of cancellation one week or less before the start of travel: 60 percent of the contractually agreed total price
- Guest gives Matahari notice of cancellation 24 hours or less before the start of travel, or in case of no-show: 80 percent of the contractually agreed total price

- During the stay: 100 percent of the contractually agreed total price

No cancellation fee is charged if Matahari receives the cancellation more than four weeks before the start of travel. Moreover, the Guest is at liberty to demonstrate that Matahari suffered no damage or less damage than the aforementioned standard amounts.

- 6.4 Matahari's right to assert further or additional damages shall remain unaffected thereby. However, damage compensation for canceled services is reduced by the amount paid by third parties for the service if Matahari is able to provide the canceled services to third parties.
- 6.5 The rules in 6.1 to 6.4 above apply accordingly for special arrangements and Events performed at a specific time or time period (see 5).
- 6.6 In other respects Matahari is entitled to rescind or terminate the contract with the Guest in accordance with the statutory provisions. This particularly applies if Rooms are booked under false or misleading pretenses or an agreed prepayment or security payment is not paid even following a reminder setting a grace period. In case of justified rescission by Matahari, damage compensation claims by the Guest are precluded.

7. Warranty

The statutory warranty provisions apply. The Guest must report noticeable defects to the hotel without delay, but no later than the time of departure.

8. Liability

- 8.1 Matahari is liable for introduced Guest property in accordance with the statutory provisions. In other respects, damage compensation claims both against Matahari and against its employees and agents for violation of duties and claims in tort are precluded hereby, as are claims for restitution of wasted expenditures, unless the damage was caused through intentional misconduct or gross negligence.
- 8.2 The limitation of liability within the meaning of 8.1 does not apply for violation of essential contractual obligations, i.e. contractual obligations that must be fulfilled to make proper implementation of the contract possible in the first place and on which the Guest may regularly rely, and conversely whose violation jeopardizes the purpose of the contract, nor for personal injury or damages based on the absence of a warranted characteristic, or for which liability is provided under the Product Liability Law.

8.3 In case of damage claims for violation of essential contractual obligations through slight negligence (see 8.2) and in case of grossly negligent violation of secondary contractual obligations, liability is limited to the foreseeable damage that is typical for the contract. This does not apply in cases of personal injury or damages based on the absence of a warranted characteristic or for which liability is provided under the Product Liability Law.

9. Limitation period

All Guest claims arising from or in connection with the contract with Matahari become time-barred after one year. The period is determined by the end of the year in which the claim arose and the Guest learned, or should have learned absent gross negligence, of the facts establishing the claim. The shortened limitation period does not apply in case of the liability preclusion named in parts 8.1 and 8.2 of these General Terms and Conditions.

10. Prohibition of set-off, right of retention

10.1 The Guest may not perform set-off unless the counterclaims are not disputed by Matahari, are ready for decision, or have been adjudicated finally and without possibility of appeal.

10.2 Guests cannot assert a right of retention.

11. Data privacy

Matahari's data privacy practices are in conformance with the provisions of relevant data privacy laws. Matahari uses information provided by Guests, such as name, address, telephone number, fax number, and e-mail address, exclusively for the purpose of managing the resort stay and other contractual relationships with Guests. Please see the data privacy notices on Matahari's website for further details. We are happy to supplement the data privacy notices on your website.

12. Newsletter

Matahari reserves the right to notify Guests of new developments and new offers at Matahari in a free e-mail newsletter. Matahari will send the newsletter only if Guests give express prior permission. Cancellation is possible at any time by sending an e-mail to info@matahari-beach-resort.com or by clicking the appropriate link in each newsletter.

13. Final provisions

- 13.1 These terms and conditions are governed by and shall be construed in accordance with Indonesian law, precluding UN commercial law and private international law. However, if the Guest is a consumer (see 6.1), the mandatory consumer protection standards in force at the Guest's place of domicile shall apply if and insofar as they offer additional protection in comparison to these General Terms and Conditions. The mandatory consumer protection provisions of German law are already reflected in these General Terms and Conditions.
- 13.2 If the Guest is a business, the courts of Singjara, Bali, Indonesia, shall have jurisdiction and venue in case of any disputes.
- 13.3 Verbal agreements, arrangements, and other agreements between the parties are valid only if confirmed in writing by Matahari. This also applies to the agreement to waive the written-form requirement.
- 13.4 Should one or more provisions of these General Terms and Conditions be or become invalid, both the contract and the remaining terms and conditions shall remain valid. The Guest and Matahari must replace the corresponding provision with arrangements conforming economically to the purpose of the contract.