General Terms and Conditions of Booking

Gmundner Lodge Pty Ltd

Namibia
01/2025

1. General

These General Terms and Conditions of Booking (hereinafter referred to as "*GTC*") apply to all contractual and booking relationships concluded between **Gmundner Lodge Pty Ltd**, Farm Waldburg 82, Khomas Region, Dordabis District, Namibia (hereinafter referred to as "*Gmundner*") on the one hand and the Guest booking directly as an end user (hereinafter referred to as "Guest") on the other hand. Contracts are concluded exclusively on the basis of these GTCs. The GTCs valid at the time of the conclusion of the contract shall be applicable in each case.

2. Booking, Contract Conclusion, Deposit and Payment Conditions

2.1. The reservation and booking request by the Guest is in general non-binding. After the Guest has made an electronic and/or telephone booking request, 25% of the booking amount is due as a deposit. Only after receipt of the deposit (or the entire booking amount in the case of short-term bookings) and written reconfirmation or confirmation of acceptance of the booking by Gmundner shall a binding booking come into effect. It is stated that a booking confirmation by telephone is excluded.

2.2. The remaining total price is due 30 days before the start of the stay. Should the Guest not pay the due payments in full and/or on time, Gmundner is entitled to withdraw from the booking or contractual relationship and in this case the withdrawal and cancellation conditions according to point 4 of these GTCs apply.

2.3. All prices quoted by Gmundner are gross prices in NAD. Any information given on conversion rates or the indication of prices in a foreign currency is made without any guarantee. Gmundner may correct any *bona fide* pricing, rate, currency, availability, technical or similar error. Where the correction materially affects a confirmed Booking, the Guest may accept the corrected terms or cancel the affected Booking without penalty, unless the error was or ought reasonably to have been apparent.

2.4. Local taxes such as accommodation taxes are also included in the price.

2.5. Costs (in particular time required) incurred as a result of incorrect, incomplete or changed information provided by the Guest will be charged

at a net rate of NAD 2,.300.00 per hour (15-minute intervals) according to the actual additional time required.

2.6. Gmundner is entitled to send invoices to the Guest in electronic form. The Guest explicitly agrees to the delivery of invoices in electronic form by Gmundner.

2.7. The Guest is not entitled to charge his own claims against claims of Gmundner. The Guest is only entitled to charge if his counterclaims have been legally established or legally accepted by Gmundner.

3. Scope of Services, Additional and Subsidiary Services

3.1. The scope of services to be provided by Gmundner to the Guest results from the relevant binding booking and the service description contained herein. All services provided by Gmundner, which are not expressly covered by the agreed price, will be charged separately to the Guest.

3.2. Gmundner will inform the Guest immediately of any changes to the scope of services and is only permitted to make changes to the scope of services if these are not substantial and do not significantly affect the overall scope of services.

3.3. Special requests (e.g. room requests, neighbouring rooms, special food, extra beds, location, etc.) must be made in writing to Gmundner as early as possible, at the latest 30 days before the start of the journey. If no written confirmation of such special requests is received 14 days before the start of the journey, this will be considered as a refusal by Gmundner.

3.4. Costs for additional services, such as visa applications, are not included in the price. It is the Guest's responsibility to inform himself in due time before arrival about the applicable entry and exit conditions (including passport regulations, customs, entry and exit regulations, health requirements including health formalities such as any necessary vaccinations, etc.) and to take appropriate measures. The Guest is responsible for complying with all regulations and formalities that are important for the performance of the service. All disadvantages incurred by the Guest due to non-compliance with these regulations shall be borne by the Guest (except for incorrect / non-information culpably provided by Gmundner).

3.5. Additional services (e.g. helicopter flight, helicopter transfer, charter flights, green fees) are not included in the scope of services. These additional services can be booked for the Guest by Gmundner upon request andwill then be charged separately to the Guest. Where Gmundner acts only as an intermediary, the independent supplier’s disclosed terms also

apply, this does not exclude liability for Gmundner’s own acts or omissions or liability that cannot lawfully be excluded.

3.6. Activities, transfers and aviation services may involve remote location, wildlife, terrain and operational risks. The Guest must follow reasonable safety instructions and may be required to sign a separate activity of aviation acknowledgement or indemnity before participating. A parent or legal guardian must consent for a participating minor.

4. Cancellation and/or Withdrawal Conditions

4.1. The cancellation or withdrawal must be notified to Gmundner by the Guest in writing. In such a case, the following cancellation and/or withdrawal conditions shall be deemed agreed, provided that Gmundner is not responsible for the cancellation and/or exceptional circumstances occur at the destination or in its immediate vicinity, which significantly affect the performance of the booked service. Circumstances are unavoidable and extraordinary if they are beyond the control of Gmundner and their consequences could not have been avoided even if all reasonable precautions had been taken.

4.2. In the event of a cancellation of a booking, the Guest must pay the following compensation to Gmundner, provided that Gmundner is not responsible for the cancellation and no extraordinary circumstances have occurred at the destination which significantly affect the performance of the booked services (unforeseen and extraordinary events):

- Up to 30 days before the start of the journey: free of charge
- From the 29th day to the 15th day before the start of the journey: 75% of the total price
- From the 14th day before arrival, no-show and early departure: 100% of the total price

4.3. The cancellation charge will be invoiced immediately after the cancellation has taken place. In such a case, the customer expressly agrees to the offsetting of the advance deposit made.

4.4. Gmundner recommends the purchase of travel insurance, at best including travel cancellation insurance. The Guest is responsible for the conclusion and the service content of any travel insurance and no claims against Gmundner can be derived from this.

5. Termination and Withdrawal of the Contract by Gmundner

5.1. Gmundner is entitled to terminate the contract or booking with the Guest for good cause without observing a period of notice. An important reason is, for example, if the Guest has given such a serious reason in his person and/or his behaviour that the continuation of the contractual

relationship is unreasonable for Gmundner (burden of proof for Gmundner). Examples: Booking of the Guest under false and/or misleading information (esp. identity of the Guests); endangering the proper business operation or endangering the safety of the hotel operation or other Guests, endangering the reputation of Gmundner in public, unauthorised onward / subletting, etc. In such a case, Gmundner may recover the applicable cancellation charge and any further loss recoverable under applicable law.

5.2. Gmundner may withdraw from the contract prior to the beginning of the journey, if Gmundner is prevented from fulfilling the contract due to unavoidable, extraordinary circumstances. In this case, Gmundner must declare the withdrawal to the Guest immediately after becoming aware of the reason for withdrawal. In such a case, Gmundner loses its claim to payment of the tour price.

5.3. Furthermore, Gmundner is entitled to terminate or withdraw from the contract without granting a period of grace if the Guest does not make the due ("deposit") payments to Gmundner in due time and/or in full. Gmundner will inform the Guest immediately about the withdrawal.

6. Defects and Warranty

The Guest must report any defects immediately, describing the defect and enclosing the relevant evidence. The Guest is obliged to contribute what is reasonable in order to remedy the damage / defect and to keep any possible damage as low as possible. Gmundner will - as far as possible and reasonable - remedy the defect as soon as possible. Gmundner is entitled to refuse the remedy if it is impossible or involves a disproportionately high effort for Gmundner. In this case, the Guest is entitled to the legal warranty and price reduction rights.

Should Gmundner not remedy the defect or refuse to remedy the defect, the Guest is entitled to the statutory warranty claims.

Should the Guest fail to notify Gmundner of the defect and Gmundner therefore not be in a position to remedy the defect, this failure of the Guest can be taken into account accordingly in the event of the assertion of warranty claims and/or claims for damages, in particular if the defect/damage could have been remedied and/or prevented by the notification of the Guest.

7. Liability

7.1. In cases of minor negligence, liability of Gmundner and its employees or other servants for property damage or financial loss of the Guest is excluded, irrespective of whether it concerns direct or indirect damage, loss of profit or consequential damage, damage due to delay or impossibility. This limitation of liability does not apply to personal injury,

fraud, wilful misconduct, gross negligence or any liability that cannot lawfully be excluded or limited.

7.2. Gmundner shall only be liable for objects and valuables deposited in accordance with the legal provisions. The liability is limited to NAD 10,500.00, if Gmundner is not responsible for the loss or if Gmundner has taken over the object with knowledge of its status. Any theft must be reported to Gmundner immediately so that the local police can be informed. Otherwise, any liability claims against Gmundner will expire.. This does not apply if the loss, destruction or damage of the item was caused by Gmundner or its employees or if the item was taken over by Gmundner for safekeeping.

7.3. Where Gmundner acts only as an intermediary for an independent external service, the supplier is responsible for performing that service and no liability is assumed for external services used by the GGuest. Gmundner remains responsible for its own acts/omissions.

8. Data Protection

8.1. The protection of the personal data of the Guests is especially important to Gmundner and personal data is processed in accordance with applicable Namibian Law and any mandatory foreign data protection law that applies to the relevant processing. Gmundner Lodge Pty Ltd, Farm Waldburg 82, Khomas Region, Dordabis District, Namibia, is the responsible party, which decides on the management and processing of personal data.

8.2. In order to process the booking, Gmundner collects, processes and stores the following personal data: Name, date of birth, title, form of address, gender if applicable, address data, nationality, copy of passport, e-mail address, telephone number, payment method and bank data, accompanying persons and their preceding personal data as well as data relating to the booked travel stay (e.g. food intolerances, allergies, etc.). In addition, the IP address, name and version of the web browser, website visited before accessing the website and other information provided voluntarily by the Guest are stored and processed in the context of the online booking. This data is required to carry out the booking process, to process the booking and to fulfil our contractual and legal obligations. The processing and storage is based on the applicable data protection regulations. The data will be retained for as long as there is a legitimate reason or other legal ground for doing so. Afterwards, the data will be deleted or fully anonymised to the extent provided for by law. If the Guest has registered for the newsletter, the data will be stored as long as the account exists and the newsletter order is valid. There is no obligation to provide Gmundner with the personal data that is necessary for the execution of the booking. However, in such a case, no booking can be

requested and/or made. Should the provision of your data be legally obligatory in some cases, we will inform you of this separately.

8.3. If necessary for the aforementioned processing and/or storage purposes, the Guest's data will be forwarded to the following categories of recipients: IT service provider in relation to the booking platform, hotel company, transport company in relation to transfers, airport company if applicable and airline, accounting / tax advisor, in the case of booking of additional services to the corresponding service providers, if required by law to the respective provincial offices / government agencies (including registration of Guests for the collection of accommodation taxes) and within the company for the processing of any enquiries / applications.

8.4. Data subject rights: The Guest may at any time send an informal request for information about his/her data, a request for correction of his/her data, deletion of his/her data, data portability, restriction of data processing or his/her right to object according to applicable regulations to the following contact address: reservations@gmundner.africa. Gmundner will process the request within one month and inform the Guest about the measures taken. Gmundner asks for your understanding that due to the complexity of individual applications or the large number of applications received, the one-month deadline may be exceeded when processing applications; the application will be fully processed within a further two months after expiry of the one-month deadline and the Guest will be informed of the measures taken once the processing process has been completed. In principle, applications are free of charge. However, Gmundner reserves the right, in the case of excessive or obviously unfounded applications, not to process them or to process them only against a cost fee of NAD 2,300.00 per working hour required. Should data be necessary for the assertion, exercise or defence of legal claims or for the fulfilment of contractual obligations, the request for deletion can only be processed after the compellingly necessary reasons for storage have ceased to exist. In cases of doubt, Gmundner reserves the right to request proof of identity for security reasons.

9. Applicable Law, Agreement on Jurisdiction

9.1. The contractual relationship between the Guest and Gmundner (including the conclusion of the contractual relationship as well as the rights and obligations resulting from it) shall be governed exclusively by Namibian substantive law, excluding the conflict of laws rules of the International Private Law ("IPRG") as well as the UN Convention on Contracts for the International Sale of Goods ("CISG"). Compulsory protective provisions of the law of the country in which the Guest has his usual place of residence as a consumer shall remain applicable. 9.2.

9.2. Any legal proceedings instituted by Gmundner may, at the option of Gmundner, be instituted in the High Court of Namibia or in the Magistrate's Court, Windhoek, irrespective of the amount, or cause of action, and this clause shall constitute any written consent required by any relevant Act or Court for the purpose of conferring jurisdiction upon the Court chosen by the Lender.

10. Further Regulations

10.1. Should individual provisions of these General Terms and Conditions be invalid, this shall not affect the binding nature of the remaining provisions and the contracts concluded on the basis thereof. The invalid provision shall be replaced by a valid provision that comes as close as possible to the meaning and purpose of the invalid provision.

10.2. Smoking in the suites or closed rooms is prohibited and in case of violation Gmundner is entitled to claim damages for the separate cleaning costs in the amount of NAD 38,200.00.

10.3. Check-in is possible from 3:00 pm on the day of arrival. The room must be returned vacated by 11:00 a.m. at the latest on the day of departure (check-out). It is possible to arrange changed arrival and departure times with Gmundner. In the event of a late check-out (after 11:00 a.m.), Gmundner is entitled to charge a fee of 50% of the daily rate for the additional use of the room. Additional use beyond 6:00 p.m. will be charged at 100% of the daily rate. In any case, there is no entitlement to late check-out.

10.4. The house rules must be complied with by the Guest and the persons travelling with him.