GENERAL TERMS AND CONDITIONS

GMUNDNER LODGE PTY LTD.

(TOUR OPERATORS, TRAVEL AGENCIES, TRAVEL AGENTS ETC.)

01/2025

1. Scope of Application

1.1. These General Terms and Conditions (hereinafter referred to as "GTC") of Gmundner Lodge Pty Ltd, Farm Waldburg 82, Khomas Region, Dordabis District, Namibia (hereinafter referred to as "Gmundner") shall apply to all contractual relationships entered into between Gmundner on the one hand and tour operators, travel agencies, travel agents and other intermediaries contracting in the course of business. (hereinafter referred to as "customer") on the other hand.
The inclusion of the Customer's own terms and conditions is hereby expressly objected to and not accepted, unless otherwise expressly agreed. Contractual relationships shall be concluded exclusively on the basis of these GTCs. The GTC are exclusively applicable to legal relationships with entrepreneurs, i.e. B2B.

1.2. The GTCs applicable at the time of the conclusion of the contract shall be relevant in each case. Amendments to the GTC shall be notified to the customer in reasonable time and shall be considered accepted or agreed if the customer does not reject the changed GTC in writing within 14 days.

1.3. The subject matter of the contract is defined in the particular offers, orders, bookings and contracts concluded between Gmundner and the customer. In addition to the GTCs, supplementary conditions and agreements may be concluded between Gmundner and the customer. These must be made in written form. Any separate written B2B agreement or booking confirmation prevails over these GTC only to the extent of any inconsistency.

1.4. These GTCs shall already apply to potential customer relationships if Gmundner prepares offers and provides other services before the conclusion of a main contract, although Gmundner has not yet assumed any obligation to perform.
Also, any designed concepts and price proposals, ideas, advertising materials of any kind and designs contained therein (price calculations, graphics, illustrations, advertising texts and keywords, advertising material, etc.) remain the property of Gmundner and the customer cannot

derive any rights from the transmission of such an offer or other documents and advertising material.

2. Offer, bookings, conclusion of contract, scope of services and cancellation fees

2.1. Offers by Gmundner are non-binding and subject to change. The customer may accept the offer within 2 working days by sending a written order confirmation or an order confirmation in text form (e-mail or, if applicable, via booking platform) to Gmundner. The confirmation of the order/booking by Gmundner shall take place within 2 working days. If the customer does not receive any confirmation, the customer undertakes to contact Gmundner immediately. The acceptance of offers and/or bookings by telephone is excluded. If the customer does not accept Gmundner's offer within the aforementioned period, this shall be deemed as a rejection of the offer with the consequence that Gmundner is no longer committed to its declaration of intention. Gmundner may correct any *bona fide* pricing, rate, currency, availability, technical or similar error. Where the correction materially affects a confirmed Booking, the customer may accept the corrected terms or cancel the affected Booking without penalty, unless the error was or ought reasonably to have been apparent.

2.2. The scope of the services to be provided between the contracting parties results from the particular binding order, booking or contract and the service description contained therein. Subsequent changes to the scope of services require the written approval of Gmundner.
Special requests (e.g. room requests, neighbouring rooms, special food, extra beds, location, etc.) must be made in writing to Gmundner as soon as possible, at the latest 14 days before the start of the journey. If no written confirmation of such special requests is received 5 days before the start of the journey, this is to be regarded as a refusal by Gmundner. For the processing of special requests and the associated additional processing time, a net charge of NAD 2,300.00 per hour (15-minute intervals) will be made.

2.3. The customer undertakes to comply with the services and duties to cooperate included in the respective contracts and to use his best efforts to market Gmundner's offers and to advertise Gmundner's touristic offers accordingly. The customer shall in particular provide Gmundner with the necessary data in connection with the booking (first name and surname, dates of birth, nationality, gender, complete address data and telephone number) and undertakes to comply with all data protection provisions vis-à-vis his end customer / guest. These customers must also ensure that each end guest receives and complies with Gmundner’s reasonable house rules and safety instructions.

2.4. In the event of a booking, a contract is concluded between Gmundner and the customer. The transfer of rights from the contract concluded

between the contracting parties to third parties is excluded. The customer is not permitted to have the services owed by him under the contract provided by third parties, unless Gmundner has given its express written consent.

2.5. The customer is in particular obliged to comply with all legal and regulatory obligations vis-à-vis its end customers (, including applicable consumer protection, package travel, distance-selling, travel information, entry and exist, customs and other mandatory legal or regulatory obligations applicable to the Customer and its relationship with the end guestand to ensure compliance with all data protection regulations vis-à-vis the customer and Gmundner. In case of a violation, the customer shall indemnify and keep Gmundner free and harmless against any loss, claim, liability, cost or expense arising from such breach.

2.6. When booking at Gmundner Lodge, a 50% deposit is required. Booking will be confirmed and the suite will be reserved upon receipt of the deposit. Without this deposit, the principle of "first come, first served" will apply.

2.7. Cancellation policy:

Cancellations are only possible in writing.

- Up to 30 days before arrival, 25% will be charged
- From 29 to 15 days before arrival, 75% will be charged.
- From 14 days before arrival, the total amount of your holiday will be charged.

The cancellation fee will be charged immediately after the cancellation. In such a case, the customer expressly agrees to the offsetting of any down payment made.

2.8. Requests by the customer for a possible change of booking must be made to Gmundner no later than 31 days before the start of the journey and will - if a change of booking is possible - be charged at a net rate of NAD 2,300.00 per hour (15-minute intervals) for the additional processing work involved. The customer acknowledges that in the event of a change of booking, the price offered at the time of the original booking may change (especially changes to any discounts) and that a change of booking may lead to higher final prices (or possible loss of discounts and promotions).

2.9. Any preferential or negotiated B2B rate, commission, allocation release period, payment term, cancellation term or other commercial

concession applies only if expressly agreed in writing by Gmunder and does not create any entitlement to future rates, continued availability continued cooperation or renewal on the same terms. Unless otherwise agreed in writing Gmundner may withdraw or suspend such preferential terms prospectively where the customer materially breaches GTC or a separate written agreement, fails to meet payment obligations, materially misrepresents Gmundner or the services, or materially fails agreed marketing or brand requirements.

2.10. Where a booking includes an activity, transfer, aviation or other service performed by an independent supplier, the independent supplier is responsible for performing that service and the supplier's disclosed terms and operational or safety requirements apply to that service. The customer must ensure that each end guest receives and complies with those requirements and any required indemnity, acknowledgement, medical disclosure or parental consent. Gmundner remains responsible for its own acts or omissions and for any liability that cannot lawfully be excluded

3. Term of Contract, Withdrawal and Termination

The contractual periods agreed in the respective contract shall apply.

In the case of open-ended contractual relationships, each contracting party is entitled to terminate the contractual relationship in writing at the end of a quarter, subject to a 6-week notice period. The letter of termination must be received by the other contracting party at the latest on the last working day before the beginning of the notice period. It is expressly stated that the above provisions shall not affect the rights of either party to terminate the contract for good cause.

Gmundner shall in particular be entitled to terminate the contractual relationship if

- the performance of the service becomes impossible for reasons for which the customer is responsible or is further delayed despite the granting of a grace period of 7 days;
- the customer continues to violate essential obligations under this contract, such as payment of a due amount or duties to cooperate, despite a written warning with a grace period of 5 working days;
- the smooth running of the business or the safety of the hotel business of Gmundner or its guests / customers is endangered by the guests arranged by the customer;
- the fulfilment of the contract is impossible due to force majeure, strikes or other circumstances for which Gmundner is not responsible;

- false and/or misleading information (in particular the identity of the guests) is given when the customer places an order/booking; and/or
- there are justified doubts regarding the creditworthiness of the customer and the customer does not make advance payments upon request of Gmundner, nor does the customer provide a suitable security prior to the provision of services by Gmundner.

Furthermore, Gmundner may withdraw from the contract or individual orders / bookings if Gmundner is prevented from providing the service due to unavoidable, extraordinary circumstances. In this case, Gmundner has to inform the customer immediately after becoming aware of the assertion of this right of withdrawal. Gmundner may offer a reasonable substitution, rescheduling or credit. Where cancellation becomes necessary, any refund shall be limited to amounts recoverable after deduction of non-recoverable Supplier charges and reasonable costs already incurred, unless otherwise required by applicable law.
The customer is entitled to dissolve the contract for important reasons without granting a grace period. An important reason shall be deemed to exist, in particular, if Gmundner continues to violate essential provisions of this contract despite a written warning with a reasonable grace period of at least 5 working days to remedy the violation of the contract.

4. Terms of Payment

4.1. All prices quoted by Gmundner are net prices plus any taxes. New government charges and taxes (of any kind at all) will be added to the customer's account. Any information given on conversion rates or the indication of prices in a foreign currency shall be without any guarantee.

4.2. The remuneration of the individual orders or bookings shall be made in accordance with the respective contractual conditions. All services of Gmundner, which are not expressly covered by the agreed price, will be remunerated separately. All cash expenses and other expenses (e.g. accommodation taxes, etc.) incurred by Gmundner shall be reimbursed by the customer.

4.3. Unless agreed otherwise, Gmundner's claim for remuneration arises at the latest for each individual service/booking as soon as it has been provided. In case of premature withdrawal or cancellation, reference is made to the explanations under point 2.7 of these GTCs.

4.4. Gmundner is entitled to charge a deposit of 50% of the respective total price upon commissioning / booking by the customer and the deposit is due for payment immediately upon receipt of the invoice.

4.5. Invoices are generally due for payment immediately upon receipt of the invoice and without deduction, unless separate payment terms have

been agreed in writing between Gmundner and the customer. This also applies to the charging of cash expenses and other expenses paid by Gmundner. All services not expressly covered by the agreed fee shall be remunerated separately.

4.6. Costs (in particular time expenditure) incurred due to incorrect, incomplete or subsequently changed information provided by the customer shall be charged at a net rate of NAD 2,300.00 per hour (15-minute intervals) according to the actual additional time spent.

4.7. In case of default of payment by the customer, the statutory default interest rate shall apply. In case Gmundner can prove that a higher damage caused by default has occurred, Gmundner shall be entitled to claim such damage. In this case, the customer is also obliged to reimburse Gmundner for any reminder and collection costs incurred, insofar as they are necessary for appropriate legal action. In any case, this includes the costs of two reminders in a customary amount of currently at least NAD 800.00 per reminder as well as a reminder letter of a lawyer commissioned with the collection. The assertion of further rights and claims remains unaffected.

4.8. In case of default of payment by the customer, Gmundner may declare all services and partial services rendered under other contracts concluded with the customer immediately due and payable. Furthermore, in such a case Gmundner is not obliged to provide further services until the outstanding amount has been settled (right of retention). The obligation to pay remuneration remains unaffected. It is clarified that in such a case the provision of any services may be discontinued immediately.

4.9. If Gmundner and the customer have agreed on payment in instalments, Gmundner reserves the right to demand immediate payment of the entire outstanding debt (loss of payment date) in case of late and/or full payment of instalments or additional claims (*respiro* 5 days). This means that the debt still outstanding at that time shall become due for immediate payment in full.

4.10. The customer is not entitled to set off his own claims against claims of Gmundner. The customer shall only be entitled to set-off if his counterclaims have been legally established or legally recognised by Gmundner.

4.11. Gmundner is entitled to send invoices to the customer also in electronic form. The customer expressly agrees to the sending of invoices in electronic form by Gmundner.

5. Retention of Title, Copyright and Labelling Rights

5.1. All documents and advertising material of any kind provided by Gmundner to the customer (in particular brochures, advertising displays, posters, flyers, logos, advertising designs of any kind, slogans, drafts, light and picture material, graphics, etc.) as well as individual parts thereof shall remain the property of Gmundner and may be reclaimed by Gmundner at any time - in particular upon termination of the contractual relationship - at the customer's expense. Furthermore, upon termination of the contractual relationship, the customer shall be obliged to destroy all such documents and advertising material or to return them to Gmundner at the customer's expense, at Gmundner's discretion.

5.2. Modifications or adaptations of the documents and advertising material provided by Gmundner to the customer, in particular their redesign and/or further development by the customer or by third parties working for the customer, are only permitted with the explicit consent of Gmundner and - insofar as the services are protected by copyright - of the copyright holder.

5.3. When using the documents and advertising material provided by Gmundner, the customer shall be obliged to refer to Gmundner and, if applicable, to the author and the customer shall not be entitled to any remuneration for this.

6. Deficiency in Performance, Compensation and Liability

6.1. In cases of slight negligence, liability of Gmundner and its employees, contractors or other vicarious agents for material or financial damage of the customer shall be excluded, irrespective of whether it concerns direct or indirect damage, loss of profit or consequential damage, damage due to delay, impossibility, positive breach of contract, *culpa in contrahendo*, defective or incomplete performance. The existence of gross negligence has to be proven by the injured party. Insofar as Gmundner's liability is excluded or limited, this shall also apply to the personal liability of the persons responsible to Gmundner. Nothing in this clause excludes or limits liability for fraud, wilful misconduct, death or personal injury or any liability that cannot lawfully be excluded or limited.

6.2. The customer shall notify Gmundner in writing of any deficiencies without delay, hidden deficiencies within 2 working days after their detection, describing the deficiency; otherwise, the service shall be deemed to have been approved. In this case, the assertion of warranty claims and claims for damages as well as the right to contest errors due to defects shall be excluded.

6.3.

6.4. In case of a justified and timely notice of deficiency, the customer shall have the right to improvement or replacement of the service by Gmundner. Gmundner shall remedy the deficiencies within a reasonable period of time, whereby the customer shall enable Gmundner to take all measures necessary for the examination and remedy of the deficiencies. Gmundner is entitled to refuse the improvement of the performance if this is impossible or involves a disproportionately high effort for Gmundner. In this case, the customer shall be entitled to the statutory rights of redhibition or reduction. The customer is obliged to immediately forward to Gmundner the respective evidence of the performance deficiency including a description.

6.5. Gmundner does not guarantee that the customer can achieve a higher turnover or profit through the cooperation with Gmundner or that this cooperation contributes to a higher awareness. The assertion of claims by the customer to this effect is expressly excluded.

Warranty, damages and recourse claims are subject to the limitation or prescription periods imposed by applicable Namibian law. The Customer may not withhold an undisputed payment because of an unrelated alleged deficiency, without limiting any remedy that cannot lawfully be excluded.

7. Applicable Law, Place of Jurisdiction and General Provisions

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

7.2. The place of performance shall be the registered office of Gmundner Lodge Pty Ltd, Farm Waldburg 82, Khomas Region, Dordabis District, Namibia.

7.3. 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.

7.4. This Agreement as well as the entire legal relationship between the Parties (including the interpretation of the General Terms and Conditions) shall be governed exclusively by Namibian substantive law, excluding its conflict of laws rules.

7.5. Nothing in these GTC or in any B2B cooperation, preferential rate, marketing arrangement or booking relationship creates a partnership, joint venture, employment, franchise, fiduciary or general agency relationship between Gmundner and the customer, except for any limited intermediary authority expressly agreed in writing.

8. **General Data Protection Information**

8.1. Gmundner Lodge Pty Ltd, Farm Waldburg 82, Khomas Region, Dordabis District, Namibia Decides the purposes and means of processing personal data for its own operations. Personal data must be processed in accordance with applicable Namibian law and any mandatory foreign data protection law that applies. The customer warrants that it has authority and a lawful basis to provide end-guest data to Gmundner.

8.2. The customer warrants that it has given any required privacy notices and has a lawful basis to provide end-guest personal data to Gmundner. Gmundner may process and share such data with relevant suppliers, booking or IT providers, transport or aviation providers, professional advisers and competent authorities where reasonably necessary to administer bookings, perform services, comply with law, manage safety or security, or handle claims and disputes. Where necessary for those purposes, personal data may be transferred across borders, subject to applicable law.