

## General Terms and Conditions for Online Voucher Purchases from StrandGut Resort GmbH & Co. KG

St. Peter-Ording, July 2021

### I. SCOPE OF APPLICATION

1. The online purchase and use of StrandGut Resort vouchers is subject exclusively to these General Terms and Conditions for StrandGut Resort GmbH & Co. KG, Am Kurbad 2, 25826 St. Peter-Ording, phone: +49 (0)4863/99990, fax: +49 (0)4863/99998, email: info@strandgut-resort.de, Managing Directors: Joern U. Sroka & Karsten Werner.

### II. THE CUSTOMER'S DEVIATING TERMS AND CONDITIONS SHALL ONLY APPLY INSOFAR AS THEY HAVE BEEN EXPRESSLY ACCEPTED IN WRITING BY THE STRANDGUT RESORT IN THE INDIVIDUAL CASE.

### III. CONCLUSION OF CONTRACT | PAYMENT | DELIVERY

1. The contract with the StrandGut Resort is concluded when the StrandGut Resort confirms the received order to the contractual partner by email. As soon as the StrandGut Resort has received the payment owed after the conclusion of the contract, it will immediately send the ordered voucher to the customer or a third party specified by the customer as the recipient. If the voucher ordered in the online procedure is sent to the customer, but the payment due for this has not been made to the StrandGut Resort, the StrandGut Resort is entitled to withhold the services documented in the voucher and not to provide them until further notice. Our offer to purchase a voucher on www.strandgut-resort.de is a non-binding invitation to order a voucher. By ordering a voucher, you are making a binding offer to purchase the voucher.

### IV. LIMITATION OF THE VOUCHER SERVICES

1. The vouchers are valid for 3 years from the date of receipt. Invoices are to be paid immediately in cash or by credit card. The hotel is entitled to refuse foreign currency, cheques and credit cards. Vouchers from tour operators will only be accepted if a credit agreement exists with the company concerned or if corresponding advance payments have been made. Reimbursement for services not used is excluded.

### V. RIGHT OF CANCELLATION

1. You shall be entitled to cancel this contract within 14 days without stating reasons.
2. The cancellation period is 14 days from the day of the conclusion of the contract.
3. To exercise your right of cancellation, you must inform us, StrandGut Resort GmbH & Co. KG, Am Kurbad 2, 25826 St. Peter-Ording, phone: +49 (0)4863/99990, fax: +49 (0)4863/ 99998, email: info@strandgut-resort.de by means of a clear statement (e.g. a letter sent by post, fax or email) of your decision to cancel this contract.
4. To comply with the cancellation period, it is sufficient if you send the notification of the exercise of your right of cancellation before the cancellation period ends.

Consequences:

5. If you cancel this contract, we shall refund any and all payments we have received from you, including delivery costs (except for any additional costs resulting from the fact that you have selected a type of delivery other than the cheapest standard delivery offered by us), without delay and no later than within 14 days from the day when we received the notification of your cancellation of this contract. For such repayment, we shall use the same means of payment that you used for the original transaction, unless expressly otherwise agreed with you; we shall not charge you any fees for such repayment.
6. If you have requested that the services begin during the cancellation period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of cancellation in respect of this contract compared to the total scope of the services provided for in the contract.
7. Your right of cancellation expires prematurely if we have started to perform the service with your express consent before the end of the cancellation period or if you have arranged this yourself, e.g. redemption of the voucher.

### VI. EXCHANGING VOUCHERS, CASH PAYMENT OF VOUCHERS

1. The exchanging of service vouchers for services other than those described in the voucher from the range of services offered by the StrandGut Resort is possible in principle. In the case of vouchers for a certain amount, the service can be freely selected. Cash payment of the voucher value is generally not possible.

### VII. PAYING THE DIFFERENCE FOR PRICE INCREASES

1. When redeeming vouchers, the difference between the voucher value and the value according to the current price list must be compensated in the event of a price increase in the voucher's advertised service.

### VIII. DATA PROTECTION

1. We collect data from the customer as part of processing contracts. In doing so, we specifically comply with the regulations of the German Federal Data Protection Act and the Telemedia Act. Without the customer's consent, the provider will only collect, process or use the customer's inventory and usage data insofar as this is necessary for the processing of the contractual relationship and for the utilisation and billing of telemedia.
2. Without the customer's consent, we will not use the customer's data for the purposes of advertising, market or opinion research.
3. The customer has the possibility to obtain information about the data stored on them.
4. This data will be changed or erased at their request.

### General Terms and Conditions for Product Purchases from StrandGut Resort GmbH & Co. KG

St. Peter-Ording, July 2021

#### I. SCOPE OF APPLICATION

1. The following GTC apply to all product orders from our online shop (all offers apart from our vouchers). Our online shop is aimed exclusively at consumers.
2. A consumer is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to their commercial nor to their independent professional activity. An entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of their commercial or independent professional activity.

#### II. CONTRACTUAL PARTNER, CONCLUSION OF CONTRACT, CORRECTION OPTIONS

1. The purchase contract is concluded with StrandGut Resort GmbH & Co. KG.
2. By placing the products in the online shop, we make a binding offer to conclude a contract for these items. You can initially place our products in the shopping basket without obligation and correct your entries at any time before submitting your binding order by using the correction aids provided and explained for this purpose in the order process. The contract is concluded when you accept the offer for the goods contained in the shopping basket by clicking on the order button. Immediately after sending the order, you will receive another confirmation by e-mail.

#### III. CONTRACT LANGUAGE, CONTRACT TEXT STORAGE

1. The language available for the conclusion of the contract: German.
2. We save the contract text and send you the order data and our GTC in text form. For security reasons, the contract text is no longer accessible online.

#### IV. DELIVERY CONDITIONS

1. Delivery costs are added to the indicated product prices. You can find out more about the delivery costs in the offers.
2. We only deliver by post. Unfortunately, it is not possible to collect the goods yourself.

#### V. PAYMENT

- The following payment methods are generally available in our shop:
- Credit card: When you place your order, you provide your credit card details. Once you have been identified as a legitimate cardholder, the payment transaction is automatically carried out and your card is charged.

- PayPal: To pay the invoice amount using the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A, 22-24 Boulevard Royal, L-2449 Luxembourg ("PayPal"), you must be registered with PayPal, identify yourself using your login details and confirm the payment instruction. The payment transaction is carried out by PayPal immediately after the order is placed. You will receive further instructions during the order process.

#### VI. RESERVATION OF OWNERSHIP

1. The goods remain our property until full payment has been made.

#### VII. TRANSPORT DAMAGE

1. If goods are delivered with obvious transport damage, please complain about such faults to the delivery company as soon as possible and contact us immediately. Failure to make a complaint or to contact us has no consequences for your legal claims and their enforcement, in particular your warranty rights. However, they help us to be able to assert our own claims against the carrier or the transport insurance company.

#### VIII. WARRANTY AND GUARANTEES

1. Unless expressly agreed otherwise below, the statutory law on liability for defects shall apply.
2. The following applies to used goods: if the defect occurs after the expiry of one year from the delivery of the goods, the claims for defects are excluded. Defects occurring within one year of delivery of the goods may be claimed within the statutory limitation period of two years from delivery of the goods.
3. The restrictions above and shortening of time limits shall not apply to claims based on damage caused by us, our legal representatives or vicarious agents
  - in the event of injury to life, limb or health
  - in the event of intentional or grossly negligent breach of duty as well as fraudulent intent
  - in the event of breach of essential contractual obligations, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner may regularly rely (cardinal obligations)
  - within the framework of a guarantee promise, insofar as agreed or
  - insofar as the scope of application of the Product Liability Act is opened.
4. Information on any additional guarantees that may apply and their precise conditions can be found with the product and on special information pages in the online shop.

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## IX. LIABILITY

1. For claims based on damage caused by us, our legal representatives or vicarious agents, we shall always be liable without limitation
  - in the event of injury to life, limb or health
  - in the event of intentional or grossly negligent breach of duty
  - in the case of guarantee promises, insofar as agreed, or
  - insofar as the scope of application of the Product Liability Act is opened.
2. In the event of a breach of material contractual obligations, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner may regularly rely (cardinal obligations) due to slight negligence on our part, on the part of our legal representatives or vicarious agents, the amount of liability shall be limited to the damage foreseeable at the time of the conclusion of the contract, the occurrence of which must typically be expected.
3. Otherwise, claims for damages are excluded.

## IX. RETURNS

1. You can return your goods 14 days after ordering.
2. Opened or used goods are excluded from return.
3. To return the goods, please complete and enclose the returns slip, which you will find on our website, with your return. The goods must then be securely packed and returned to the following address:

StrandGut Resort  
Retoure  
Am Kurbad 2  
25826 St. Peter-Ording
4. You will met the costs for the return shipment.
5. The product price will be refunded to the payment method you originally used.
6. Returns can take up to 14 days to process, but in most cases this happens faster.

# LIFESTYLE MEETS THE NORTH SEA

## STRANDGUT RESORT

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COMMERCIAL REGISTER: HRA5259FL

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MANAGING DIRECTORS:  
JOERN U. SROKA, KARSTEN WERNER

STRANDGUT RESORT GMBH & CO. KG  
VR BANK WESTKÜSTE E.G. HUSUM  
**BANK CODE** 21762550  
**ACCOUNT NO.** 3503070  
**BIC** GENODEF1HUM  
**IBAN** DE 51217625500003503070