

## General Terms and Conditions

Our MINA Restaurant team is always trying to create an unforgettable experience for our guests, so please understand that we make reservations and provide services in our restaurant only on the basis of the following general terms and conditions:

1. **Scope of application** The following regulations apply to all reservations and services in the restaurant MINA. The purchase of our services is considered as acceptance of these general terms and conditions. With a reservation on the basis of these regulations you agree with their validity also for all subsequent business, i.e. each future use of the services offered by us. This applies to future reservations regardless of whether they are made verbally (e.g. by telephone), by e-mail or in any other way.

2. **Reservations and cancellations** Since our restaurant has only a limited number of seats and the food we offer is always fresh and elaborately prepared, we cannot offer great flexibility in the allocation and reservation of available seats. In particular, in the case of larger reservations, we are regularly forced to refuse other guests. In the light of the above, the damage caused to us by non-compliance or unreasonable short-term cancellation of reservations is considerable. We therefore ask for your understanding that we reserve the right to claim this damage in accordance with the following regulations. Please also understand that we will not notify you again in such a case.

2.1 We reserve the right to make a reservation in our restaurant (especially on weekends or other busy days) only against deposit of credit card information. We are entitled to charge the respective credit card with the service price (insofar as this is not paid immediately after the service in our restaurant) as well as any compensation owed (in accordance with the following regulations). This shall also apply to the service price or compensation from subsequent transactions (cf. Section 1.).

2.2 Reservations are binding with regard to the reserved time and the number of reserved seats (i.e. the number of announced guests). However, you may cancel your reservation (up to 6 persons) in whole or in part (i.e. with regard to individual seats/guests) by 4 p.m. at the latest on the reserved day as follows, without incurring any costs:

- for a reservation for a maximum of 6 persons: by 4 p.m. on the reserved day at the latest. Reservations for more than 6 persons are subject to our special terms and conditions for event contracts.

2.3 If a cancellation is not made at the latest by the time specified in section 2.2, we are entitled to charge a lump-sum expense allowance of EUR 50.00 for goods and production costs for each unused or cancelled space. The same applies if the reserved seats are not used at the agreed time, i.e. the guests do not appear or do not appear in the announced number (no-show flat rate).

2.4 If you are not responsible for the late cancellation or non-use of the reserved places, we are not entitled to claim compensation. You bear the burden of proof that you are not responsible for the cancellation or non-use of the reserved seats. In addition, you are at liberty at all times to prove that no damage was caused to us as a

result of the late cancellation or non-appearance or that this damage is significantly lower than the compensation pursuant to Section 2.3.

2.5 If the reserved seats are not taken up within 30 minutes of the reserved time (i.e. the guests announced in this respect do not appear), we are entitled to allocate the seats otherwise. Sections 2.3 and 2.4 shall also apply in this case. In this case, however, we must and will deduct from the compensation in accordance with Section 2.3 any income that we generate by allocating the places otherwise.

2.6 The provisions in Section 2.5 shall also apply if the guests appear do not make use of the reserved seats as well as leave our restaurant. This applies in particular in the event that more persons appear than announced in the reservation and it is not possible for us to provide further seats. We ask for your understanding as we are bound to a certain room layout and a maximum number of guests, due to our room concept and existing public obligations.

2.7 Cancellations can only be made by e-mail at [host@minaberlin.de](mailto:host@minaberlin.de). Please note the above conditions.

3. Exclusive booking / events An event contract is completed for the booking/reservation of events. The conditions agreed here apply. 4. Payments Unless otherwise agreed, the following terms of payment shall apply:

4.1 Payments are to be made in Euro and generally in cash, by credit card (VISA, American Express, Mastercard) or as EC card payment (and Maestro).

4.2 We are not obliged to accept 500 Euro notes as means of payment. We ask for your understanding that we have only limited change reserves in the restaurant every evening.

## 5. Vouchers

We only issue cash value vouchers. Monetary value vouchers are vouchers that are related to a specific monetary value (e.g. EUR 100.00 €). The following conditions apply to the redemption of vouchers:

5.1 A voucher can only be used to pay for the food and drinks offered and consumed in our restaurant. A cash pay-out of the voucher amount is not possible.

5.2 Not used amounts of a cash value voucher can be used with a later restaurant visit. The pay-out of unused amounts in cash is unfortunately not possible. Our vouchers are valid for two years.

6. Liability The following terms and conditions shall apply to our liability for damages and reimbursement of expenses under the contract or on other legal grounds:

6.1 In accordance with the statutory provisions, we shall be liable without limitation for damages caused by us, our legal representatives or vicarious agents intentionally or through gross negligence.

6.2 We shall only be liable for damage caused by negligence on our part, on the part of our legal representatives or vicarious agents if:

6.2.1 Essential contractual obligations are violated. These are obligations, the fulfilment of which is essential for the proper execution of the contract and on the observance of which our guests regularly trust and may trust. In addition, obligations which result from the nature of the contract and the violation of which endangers the achievement of the purpose of the contract are essential.

6.2.2 Obligations to respect the rights, legal interests and interests of guests are violated and our services can no longer be expected of them.

6.3 Our liability in the cases mentioned in section 6.2 shall be limited to the foreseeable damage typical for the contract. In all other cases, we shall not be liable for simple negligence.

6.4 The limitations of liability pursuant to Clauses 6.2 and 6.3 shall not apply to damage resulting from injury to life, limb or health. Furthermore, they shall not apply to claims arising from the Product Liability Act, fraudulently concealed defects or from a guarantee, as well as to all other cases in which the statutory liability regulations are mandatory.

6.5 The above provisions in this Clause 6 shall apply mutatis mutandis to any personal liability of our executive bodies, representatives and vicarious agents.

7. Severability clause Should individual clauses be invalid in whole or in part, this shall not affect the validity of the remaining clauses. The ineffective clauses shall be replaced by such agreements which correspond in a permissible manner to the legal and economic content of the agreement reached.