

## GENERAL TERMS AND CONDITIONS OF BUSINESS FOR PACKAGE TRAVEL CONTRACTS IN GERMAN ESSENTIAL BY DORINT, DORINT HOTELS & RESORTS AND HOMMAGE HOTELS – VALID FOR NEW BOOKINGS OF PACKAGE TOURS FROM JULY 2020

### I. Scope

- These Terms and Conditions of Business are valid for all package travel contracts drawn with the respective operator of each "Dorint", "Essential by Dorint" or "Hommage" Hotel within Germany (hereinafter referred to as "Hotel") and the traveller (hereinafter referred to as the "customer"). Consequently, also for all the appointed services to be provided by the package travel contract (hereinafter referred to as the "Contract") and for all the rights and obligations included therein.
- Both consumers as well as contractors by definition of §§ 13, 14 of the German Civil Code/Bürgerliches Gesetzbuch (hereinafter referred to as the "GCC/BGB") constitute customers according to these Terms and Conditions of Business.

### II. Conclusion of the Contract, Contractual Partners, Statute of Limitations

- The contract comes into force upon acceptance of the booking request by the Hotel. In the event of the hotel making a binding offer to the customer, the contract comes into force upon acceptance of the offer by the customer.
- The Hotel shall provide the customer a copy or confirmation of the contract on a permanent data medium, either at the time of signing the contract or immediately thereafter. If the customer wishes to have a hard copy or confirmation of the contract on paper, the Hotel shall provide the same.
- The Hotel and the customer constitute the contractual partners. In the event of a third party making a booking on behalf of the customer, the customer along with the third party are jointly and severally liable for all the obligations arising out of the contract towards the Hotel, provided the Hotel is in possession of a declaration to the effect from the third party.
- The customer is allowed to declare to the Hotel on a permanent data medium no later than seven days before commencement of travel that a third party is going to take over the rights and obligations arising out of the travel contract. The Hotel may deny access to a third party if it does not meet the contractual travel requirements.
- If a third party enters the contract, both the third party and the customer are jointly and severally liable to the hotel. The Hotel has the liberty to claim appropriate additional charges actually incurred by the entry of the third party by producing proof thereof.

### III. Services, Prices, Payments, Offsetting

- The Hotel is entitled to a one-sided increase of up to 8 % of the total price, if the increase in the travel cost arises directly after conclusion of the contract on account of:
  - an increase in passenger conveyance costs because of a rise in the cost of fuel or other energy sources,
  - a rise in taxes and other dues for contractually agreed services, like tourist taxes, harbour or airport charges, or
  - a change in the exchange rates applied to the particular package tour.
- The Hotel shall inform the customer about the rise in prices, the reasons thereof and how the upward revision of the price has been calculated in clear and simple terms on a permanent data medium. A price hike can be enforced only upon complying with these requirements and notifying the customer no later than 20 days before commencement of travel.
- The customer may ask for a reduction in travel prices if there is a change in prices, dues or exchange rates as specified under clause III Para 1 (alphabets a) to c) of these General Terms and Conditions for Business, after conclusion of the contract and before commencement of travel and if this has led to a reduction of costs for the Hotel. If the customer has paid more than the amount owed based on this calculation, the Hotel has to reimburse the amount paid in excess. The tour operator is allowed to deduct administrative expenses actually incurred from this reimbursable surplus amount. Upon demand, he has to provide evidence of the exact amount of administrative expenses incurred to the traveller.
- After conclusion of the contract, the Hotel is entitled to demand reasonable advance payments or security deposits in keeping with legal provisions. The Hotel may accordingly demand or accept payments on the travel price from the customer before the end of the package tour, only in the presence of a valid insolvency protection contract to safeguard the customers' money, and only after giving the name and contact details clearly, comprehensively and categorically of the security provider safe-guarding the customer's money against insolvency.
- The customer may offset the Hotel's claim only with an undisputed and legally binding claim.

### IV. Cancellation by the customer/Non-Use of Hotel's Services (No Show), Cancellation by the Hotel

- The customer can cancel his contract at all times before commencement of travel. The Hotel loses its entitlement to the agreed travel price when the customer cancels his contract. However, the Hotel can ask for reasonable compensation based on the following flat-rates of compensation:
  - Cancellation no later than 31 days before start of travel: 20 % of the total travel price
  - Cancellation bet. 30 to 22 days before start of travel: 35 % of the total travel price
  - Cancellation bet. 21 to 15 days before start of travel: 45 % of the total travel price
  - Cancellation bet. 14 to 8 days before start of travel: 60 % of the total travel price
  - Cancellation bet. 7 to 1 days before start of travel: 75 % of the total travel price
  - Cancellation after start of travel/non-commencement of journey: 90 % of total tvl. price insofar as he is not responsible for the cancellation. Or insofar unavoidable, extraordinary circumstances occur at or in the immediate vicinity of the destination which substantially impair the implementation of the package tour or the transport of persons to the destination. Circumstances are unavoidable and extraordinary if they are beyond the hotel's control and their consequences could not have been avoided even if all reasonable precautions had been taken.

- The flat-rates of cancellation as per clause IV Nos. 1 a) to f) are calculated as follows:
  - period between cancellation and commencement of travel,
  - possible savings in expenses of the Hotel and
  - possible profit resulting from any other use of travel services.
 The customer is free to prove that the charges have not at all arisen or not arisen to the extent demanded.
- Receipt of the customer's cancellation is material to claim the flat-rates of compensation mentioned under clause IV Nos. 1 a) to f) of these General Terms and Conditions of Business. The Hotel is entitled to invoice the guest for a flat-rate compensation fee and withhold it from the deposit.
- The Hotel can rescind the contract before commencement of travel due to unavoidable, extraordinary circumstances that prevent from performance of contract. In such an event, the Hotel has to notify cancellation immediately after coming to know the reasons for cancellation.
- Cancellation for the Hotel means loss of entitlement to the agreed travel price. In the event of the Hotel being obliged to reimburse travel costs following cancellation, it must disburse the amount immediately, at any rate not beyond 14 days of cancellation.
- Cancellations have to be received by the respective opposite party on a permanent data medium.

### V. Supplementary special provision to clause IV for package travel contracts until 31.12.2021 (date of arrival is decisive) due to the coronavirus, pandemic situations and force majeure

- If the Hotel cannot operate in whole or in part due to regulations, general rulings or administrative acts to combat or prevent the spread of coronavirus or similar serious reasons of force majeure (external circumstances for which the Hotel is not responsible) and the guest cannot make use of corresponding services, this shall not constitute a breach of duty for which the Hotel is responsible. This applies irrespective of the date of adoption of the regulation, general ruling or administrative act. The Hotel undertakes to inform the guest of the start and the expected duration of such an administrative act. Regulations and general rulings applicable to the Hotel are announced and published by the legislator. In the event that the Hotel is prevented from fulfilling its contractual obligations for the aforementioned reasons, the Hotel is entitled, without compensation, to adjust its hotel offer in accordance with the applicable legal framework, which may only be rejected for just cause. If this is not possible or reasonable for the Hotel or is unreasonable for the guest or is rejected for just cause, both parties are entitled to cancel the stay free of charge. If Hotel operations are prohibited in their entirety, the Hotel is entitled to offer the guest an alternative travel date. If the parties cannot agree on an alternative date, both parties shall be entitled to withdraw from the contract concerned free of charge by declaration in writing.
- Should the guest be unable to travel on the booked travel date due to official travel/entry bans or quarantine orders (including upon return from the booked destination country) due to corona-virus or similar global pandemics according to the definition of the WHO, the guest may cancel their room free of charge irrespective of the sliding scale in clause IV No. 1 a) - f), provided that it has been proven by the guest that it is objectively impossible for the guest to travel/enter the country for the aforementioned reasons. Concerns on the part of the guest or official recommendations to refrain from tourist travel do not constitute a right of withdrawal free of charge.
- Clause IV Nos. 1 - 3 continue to apply unchanged, provided that the guest's withdrawal is not due to a coronavirus-related circumstance or similar global pandemics according to the definition of the WHO.

### VI. Limitation of Liability

- The Hotel's liability for damages arising due to a contractual violation and/or breach of duty is limited to wilful or grossly negligent conduct.
- In derogation to the aforementioned limitation of liability, the hotel is liable for ordinary negligence in cases of
  - damages arising from injury to life, body or health and
  - damages arising from a breach of major contractual duties. A major contractual duty is said to exist, when the violation relates to a duty, the performance of which the customer has relied upon and indeed was entitled to rely upon.
  - The Hotel is, furthermore, liable for damages, provided mandatory provisions of the Product Liability Act and other mandatory legal provisions constitute an unlimited liability.
- The liability of the Hotel towards the customer for damages that do not constitute bodily harm and not caused by the Hotel's negligence is limited to three times the travel price.
- The aforementioned limitation of liabilities relating to the General Terms and Conditions of Business also applies to employees, legal representatives and other vicarious agents of the Hotel.
- The Hotel's liability to the customer for objects brought in by the customer is limited to a maximum amount of € 3,500 as per the statutory provisions of §§ 701 ff. BGB/German Civil Code. The liability for money, securities and valuables is € 800 instead of € 3,500. A separate safe custody agreement has to be signed with the Hotel, if the customer wishes to bring along money, securities and valuables worth more than € 800 or other objects worth more than € 3,500. Storage in the hotel or safe in the room is basically recommended. The aforementioned rules under clause V. Nos. 1 to 4 of these General Terms and Conditions of Business apply for any further liability of the Hotel.
- The customer being provided parking space, even against payment, in the Hotel's garage or parking space does not constitute an agreement of safekeeping. The Hotel is only liable to the

extent provided under clause V Nos. 1 to 4 of this General Terms and Conditions of Business for loss or damage of vehicles parked or manoeuvred on the Hotel property and their contents.

7. The Hotel carries out wake-up services with great diligence. It is equally meticulous about news, post and shipments of customers. The Hotel undertakes delivery and storage (respectively in the Hotel) and upon request, shipment of the same against payment. The aforementioned regulations under clause V Nos. 1 to 4 of these General Terms and Conditions of Business apply mutatis mutandis.

#### **VII. EU-Consumer Arbitration Board**

The Hotel is legally obliged to point out that the European Union has established an online platform (OS Platform) for out-of-court resolution of consumer disputes: [ec.europa.eu/consumers/odr](https://ec.europa.eu/consumers/odr)

The Hotel shall, however, not participate in dispute resolution proceedings at consumer arbitration boards.

#### **VIII. Final Provisions**

1. Revisions and additions to the contract, acceptance of application or these General Terms and Conditions of Business have to be done in writing, unless mandated otherwise by these General Terms and Conditions of Business and/or by statutory provisions.
2. Place of performance and payment is the registered office of the respective hotel or the registered office of the respective operating company.
3. The exclusive place of jurisdiction, even disputes concerning cheques and exchange rates, in commercial dealings is Cologne. If the contractual partner meets the requirement set by § 38 Para 2 ZPO/German Code of Civil Procedure and does not have a place of general jurisdiction within Germany, the hotel's registered office constitutes the place of jurisdiction.
4. Only the laws of the Federal Republic of Germany are applicable. The UN Convention on Contracts for the International Sale of Goods and Conflict of Laws Code are excluded.
5. If individual clauses of these General Terms and Conditions of Business are rendered or become invalid, this does have a bearing on the validity of the rest of the clauses. Statutory provisions are applicable in all other respects

Last revision: December 2021

#### **Essential by Dorint GmbH**

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## GENERAL TERMS AND CONDITIONS OF BUSINESS FOR PACKAGE TRAVEL CONTRACTS IN GERMAN ESSENTIAL BY DORINT, DORINT HOTELS & RESORTS AND HOMMAGE HOTELS – VALID FOR NEW BOOKINGS OF PACKAGE TOURS FROM JULY 2020

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1. These Terms and Conditions of Business are valid for all package travel contracts drawn with the respective operator of each "Dorint", "Essential by Dorint" or "Hommage" Hotel within Germany (hereinafter referred to as "Hotel") and the traveller (hereinafter referred to as the "customer"). Consequently, also for all the appointed services to be provided by the package travel contract (hereinafter referred to as the "Contract") and for all the rights and obligations included therein.
  2. Both consumers as well as contractors by definition of §§ 13, 14 of the German Civil Code/Bürgerliches Gesetzbuch (hereinafter referred to as the "GCC/BGB") constitute customers according to these Terms and Conditions of Business.
- II. Conclusion of the Contract, Contractual Partners, Statute of Limitations**
1. The contract comes into force upon acceptance of the booking request by the Hotel. In the event of the hotel making a binding offer to the customer, the contract comes into force upon acceptance of the offer by the customer.
  2. The Hotel shall provide the customer a copy or confirmation of the contract on a permanent data medium, either at the time of signing the contract or immediately thereafter. If the customer wishes to have a hard copy or confirmation of the contract on paper, the Hotel shall provide the same.
  3. The Hotel and the customer constitute the contractual partners. In the event of a third party making a booking on behalf of the customer, the customer along with the third party are jointly and severally liable for all the obligations arising out of the contract towards the Hotel, provided the Hotel is in possession of a declaration to the effect from the third party.
  4. The customer is allowed to declare to the Hotel on a permanent data medium no later than seven days before commencement of travel that a third party is going to take over the rights and obligations arising out of the travel contract. The Hotel may deny access to a third party if it does not meet the contractual travel requirements.
  5. If a third party enters the contract, both the third party and the customer are jointly and severally liable to the hotel. The Hotel has the liberty to claim appropriate additional charges actually incurred by the entry of the third party by producing proof thereof.
- III. Services, Prices, Payments, Offsetting**
1. The Hotel is entitled to a one-sided increase of up to 8 % of the total price, if the increase in the travel cost arises directly after conclusion of the contract on account of:
    - a) an increase in passenger conveyance costs because of a rise in the cost of fuel or other energy sources,
    - b) a rise in taxes and other dues for contractually agreed services, like tourist taxes, harbour or airport charges, or
    - c) a change in the exchange rates applied to the particular package tour.
  2. The Hotel shall inform the customer about the rise in prices, the reasons thereof and how the upward revision of the price has been calculated in clear and simple terms on a permanent data medium. A price hike can be enforced only upon complying with these requirements and notifying the customer no later than 20 days before commencement of travel.
  3. The customer may ask for a reduction in travel prices if there is a change in prices, dues or exchange rates as specified under clause III Para 1 alphabets a) to c) of these General Terms and Conditions for Business, after conclusion of the contract and before commencement of travel and if this has led to a reduction of costs for the Hotel. If the customer has paid more than the amount owed based on this calculation, the Hotel has to reimburse the amount paid in excess. The tour operator is allowed to deduct administrative expenses actually incurred from this reimbursable surplus amount. Upon demand, he has to provide evidence of the exact amount of administrative expenses incurred to the traveller.
  4. After conclusion of the contract, the Hotel is entitled to demand reasonable advance payments or security deposits in keeping with legal provisions. The Hotel may accordingly demand or accept payments on the travel price from the customer before the end of the package tour, only in the presence of a valid insolvency protection contract to safeguard the customers' money, and only after giving the name and contact details clearly, comprehensively and categorically of the security provider safe-guarding the customer's money against insolvency.
  5. The customer may offset the Hotel's claim only with an undisputed and legally binding claim.
- IV. Cancellation by the customer/Non-Use of Hotel's Services (No Show), Cancellation by the Hotel**
1. The customer can cancel his contract at all times before commencement of travel. The Hotel loses its entitlement to the agreed travel price when the customer cancels his contract. However, the Hotel can ask for reasonable compensation based on the following flat-rates of compensation:
    - a) Cancellation no later than 31 days before start of travel: 20 % of the total travel price
    - b) Cancellation bet. 30 to 22 days before start of travel: 35 % of the total travel price
    - c) Cancellation bet. 21 to 15 days before start of travel: 45 % of the total travel price
    - d) Cancellation bet. 14 to 8 days before start of travel: 60 % of the total travel price
    - e) Cancellation bet. 7 to 1 days before start of travel: 75 % of the total travel price
    - f) Cancellation after start of travel/non-commencement of journey: 90 % of total tvl. price insofar as he is not responsible for the cancellation. Or insofar unavoidable, extraordinary circumstances occur at or in the immediate vicinity of the destination which substantially impair the implementation of the package tour or the transport of persons to the destination. Circumstances are unavoidable and extraordinary if they are beyond the hotel's control and their consequences could not have been avoided even if all reasonable precautions had been taken.
  2. The flat-rates of cancellation as per clause IV Nos. 1 a) to f) are calculated as follows:
    - a) period between cancellation and commencement of travel,
    - b) possible savings in expenses of the Hotel and
    - c) possible profit resulting from any other use of travel services.
 The customer is free to prove that the charges have not at all arisen or not arisen to the extent demanded.
  3. Receipt of the customer's cancellation is material to claim the flat-rates of compensation mentioned under clause IV Nos. 1 a) to f) of these General Terms and Conditions of Business. The Hotel is entitled to invoice the guest for a flat-rate compensation fee and withhold it from the deposit.
  4. The Hotel can rescind the contract before commencement of travel due to unavoidable, extraordinary circumstances that prevent from performance of contract. In such an event, the Hotel has to notify cancellation immediately after coming to know the reasons for cancellation.
  5. Cancellation for the Hotel means loss of entitlement to the agreed travel price. In the event of the Hotel being obliged to reimburse travel costs following cancellation, it must disburse the amount immediately, at any rate not beyond 14 days of cancellation.
  6. Cancellations have to be received by the respective opposite party on a permanent data medium.
- V. Supplementary special provision to clause IV for package travel contracts until 31.12.2021 (date of arrival is decisive) due to the coronavirus, pandemic situations and force majeure**
1. If the Hotel cannot operate in whole or in part due to regulations, general rulings or administrative acts to combat or prevent the spread of coronavirus or similar serious reasons of force majeure (external circumstances for which the Hotel is not responsible) and the guest cannot make use of corresponding services, this shall not constitute a breach of duty for which the Hotel is responsible. This applies irrespective of the date of adoption of the regulation, general ruling or administrative act. The Hotel undertakes to inform the guest of the start and the expected duration of such an administrative act. Regulations and general rulings applicable to the Hotel are announced and published by the legislator. In the event that the Hotel is prevented from fulfilling its contractual obligations for the aforementioned reasons, the Hotel is entitled, without compensation, to adjust its hotel offer in accordance with the applicable legal framework, which may only be rejected for just cause. If this is not possible or reasonable for the Hotel or is unreasonable for the guest or is rejected for just cause, both parties are entitled to cancel the stay free of charge. If Hotel operations are prohibited in their entirety, the Hotel is entitled to offer the guest an alternative travel date. If the parties cannot agree on an alternative date, both parties shall be entitled to withdraw from the contract concerned free of charge by declaration in writing.
  2. Should the guest be unable to travel on the booked travel date due to official travel/entry bans or quarantine orders (including upon return from the booked destination country) due to corona-virus or similar global pandemics according to the definition of the WHO, the guest may cancel their room free of charge irrespective of the sliding scale in clause IV No. 1 a) - f), provided that it has been proven by the guest that it is objectively impossible for the guest to travel/enter the country for the aforementioned reasons.  
Concerns on the part of the guest or official recommendations to refrain from tourist travel do not constitute a right of withdrawal free of charge.
  3. Clause IV Nos. 1 – 3 continue to apply unchanged, provided that the guest's withdrawal is not due to a coronavirus-related circumstance or similar global pandemics according to the definition of the WHO.
- VI. Limitation of Liability**
1. The Hotel's liability for damages arising due to a contractual violation and/or breach of duty is limited to wilful or grossly negligent conduct.
  2. In derogation to the aforementioned limitation of liability, the hotel is liable for ordinary negligence in cases of
    - a) damages arising from injury to life, body or health and
    - b) damages arising from a breach of major contractual duties. A major contractual duty is said to exist, when the violation relates to a duty, the performance of which the customer has relied upon and indeed was entitled to rely upon.
    - c) The Hotel is, furthermore, liable for damages, provided mandatory provisions of the Product Liability Act and other mandatory legal provisions constitute an unlimited liability.
  3. The liability of the Hotel towards the customer for damages that do not constitute bodily harm and not caused by the Hotel's negligence is limited to three times the travel price.
  4. The aforementioned limitation of liabilities relating to the General Terms and Conditions of Business also applies to employees, legal representatives and other vicarious agents of the Hotel.
  5. The Hotel's liability to the customer for objects brought in by the customer is limited to a maximum amount of € 3,500 as per the statutory provisions of §§ 701 ff. BGB/German Civil Code. The liability for money, securities and valuables is € 800 instead of € 3,500. A separate safe custody agreement has to be signed with the Hotel, if the customer wishes to bring along money, securities and valuables worth more than € 800 or other objects worth more than € 3,500. Storage in the hotel or safe in the room is basically recommended. The aforementioned rules under clause V. Nos. 1 to 4 of these General Terms and Conditions of Business apply for any further liability of the Hotel.

6. The customer being provided parking space, even against payment, in the Hotel's garage or parking space does not constitute an agreement of safekeeping. The Hotel is only liable to the extent provided under clause V Nos. 1 to 4 of this General Terms and Conditions of Business for loss or damage of vehicles parked or manoeuvred on the Hotel property and their contents.
7. The Hotel carries out wake-up services with great diligence. It is equally meticulous about news, post and shipments of customers. The Hotel undertakes delivery and storage (respectively in the Hotel) and upon request, shipment of the same against payment. The aforementioned regulations under clause V Nos. 1 to 4 of these General Terms and Conditions of Business apply mutatis mutandis.

#### **VII. EU-Consumer Arbitration Board**

The Hotel is legally obliged to point out that the European Union has established an online platform (OS Platform) for out-of-court resolution of consumer disputes: [ec.europa.eu/consumers/odr](https://ec.europa.eu/consumers/odr). The Hotel shall, however, not participate in dispute resolution proceedings at consumer arbitration boards.

#### **VIII. Final Provisions**

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2. Place of performance and payment is the registered office of the respective hotel or the registered office of the respective operating company.
3. The exclusive place of jurisdiction, even disputes concerning cheques and exchange rates, in commercial dealings is Cologne. If the contractual partner meets the requirement set by § 38 Para 2 ZPO/German Code of Civil Procedure and does not have a place of general jurisdiction within Germany, the hotel's registered office constitutes the place of jurisdiction.
4. Only the laws of the Federal Republic of Germany are applicable. The UN Convention on Contracts for the International Sale of Goods and Conflict of Laws Code are excluded.
5. If individual clauses of these General Terms and Conditions of Business are rendered or become invalid, this does not have a bearing on the validity of the rest of the clauses. Statutory provisions are applicable in all other respects.

**Last revision: December 2021**

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